

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 2</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0003</div>		3. EFFECTIVE DATE <div style="text-align: center;">14-Jul-2004</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W22W9K-4099-8343</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2230		CODE <div style="text-align: center;">W912QR</div>		7. ADMINISTERED BY (If other than item 6) MILITARY/RESERVE TEAM 600 DR. M. L. KING, JR. PL., RM 821 ATTN: TOM E. DICKERT LOUISVILLE KY 40202-2230		CODE <div style="text-align: center;">DACA27</div>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912QR-04-R-0022	
				X		9B. DATED (SEE ITEM 11) 20-Apr-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) W912QR-04-R-0022, D/B ALT USARC/OMS/UNHTD STRG, CAVEN POINT, NJ IS AMENDED AS FOLLOWS: SEE ATTACHED SUMMARY OF CHANGES							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 14-Jul-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following has been changed or added:

Specification 00150, The Design/Build Process

Paragraph 1.5., Project Schedule, is revised to add "...All Design review meetings and conferences will be held at the Caven Point Corps of Engineers' Area Office Conference Room."

Specification 00800 Special Clauses

Paragraph 1.36., New Jersey Sales Tax, was added.

Paragraph 1.7., Contract Drawings and Specifications, was revised.

Paragraph 1.9.11., Final As-Built Specifications, was revised.

Specification 01010 Statement of Work

Paragraph 3.1.C, General Requirements, Design Submission Requirements were revised.

Paragraph 4.1.A, Water Supply, was revised.

Paragraph 5.4-F-6.b, was changed to read, "Designer of Record shall follow Specification Section 01021, Par. 1.1.

Appendix "N", Description of Real Property" has been added.

Appendix "O", Asbestos Analytical Data Report" has been added.

Note: The test results indicate no asbestos was found on the roof. Asbestos abatement is NOT included in the Scope of Work.

Specification 01011 Optional Statement of Work Items

Paragraph 2.8., Energy Management System Upgrade, was revised.

Specification 01021 Design Submissions After Award

Paragraph 3.4.1.b & c., Submittal Requirements - Interim & Final Design Phases, were revised.

Paragraph 3.4.1.f, CID and SID Requirements, was revised.

The List of Addresses for Reviews was revised.

General Wage Decision Number NJ030003, Modification No. 5, dated 03/19/2004 is deleted. General Wage Decision Number NJ030003, Modification No. 7, dated 06/04/2004, is attached and substituted therefore.

THE PROPOSAL DUE DATE IS CHANGED TO 10 AUGUST 2004 AT 4:00 P.M. LOUISVILLE TIME.

(End of Summary of Changes)

AMENDMENT NO. 003

SECTION 00150

THE DESIGN/BUILD PROCESS

PART I - GENERAL

1.1 DESIGN/BUILD (DB) PROCESS:

The facility shall be designed and built by a single firm or team of firms (referred to as the Contractor or Design-Build Contractor) that has registered Architects and Engineers employed by or subcontracted to their organization.

1.2 PROPOSAL PHASE:

The Proposal Phase includes the period from the time of issuance of the Request for Proposal (RFP) through the selection process and the final award of the contract to the successful Offeror.

1.3 DESIGN PHASE:

During the Design Phase, the Contractor shall develop and submit for review and approval the Charette, Interim, Final, and Corrected Final Design Submittals.

1.4 CONSTRUCTION PHASE:

A letter of authorization will initiate the Construction Phase, which should normally occur within two weeks of Design Phase approval.

1.5 PROJECT SCHEDULE:

Calendar Days

Proposal Phase

Approximately 30 Days

Proposal Evaluation and Award

Partnering & Kick Off Meeting, 2 days

14 days from Notice to Proceed

Charette Design Submittal Due

45 days from Notice to Proceed

2-Day Charette Meeting

55 days from Notice to Proceed

Interim Design Submittal Due	115 days from Notice to Proceed
Interim Design Submittal Review Meeting	135 days from Notice to Proceed
Final Design Submittal Due	195 days from Notice to Proceed
Final Design Submittal Review Meeting	215 days from Notice to Proceed
Incorporate Changes to Submittals And Corrected Final	235 days from Notice to Proceed
Design Approval given, if all Comments are Incorporated/Annotated Certified Final Documents to be submitted	250 days from Notice to Proceed
Construction Completion	**See Section 00800 SPECIAL CONTRACT REQUIREMENTS

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All days are in calendar days. All Design review meetings and conferences will be held at the Caven Point Corps of Engineers' Area Office Conference Room.

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If for any reason the Government requires more time than the twenty (20) days notice given prior to either of the review conferences and that delay causes the Contractor to exceed the design schedule, the Contractor will be granted an extension of time equal to the number of calendar days of delay for that design phase only.

Conference and post conference action: Government personnel will present review comments for discussion and resolution. Copies of comments, annotated with comment action agreed on, will be made available to all parties from the Contractor within 14 days from the conference date. Unresolved problems will be resolved by immediate follow-on action at the end of conferences. Valid comments will be incorporated. On receipt of final corrected design documents, the Government will back-check the design. Upon completion and acceptance by the Government of the design, the Louisville District will issue a construction Notice to Proceed (NTP). The Government, however, reserves the right to disapprove design document submittals if comments are of too great a significance. In this case, every effort shall be made during follow-up action between the Contractor and the Government to resolve conflicts and problems such that documents can be fully approved.

Upon completion and acceptance by the Government, the Louisville District will issue a construction Notices to Proceed.

CAVEN POINT
USARC/OMS

*** SAFETY PAYS ***

JERSEY CITY, NEW JERSEY

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

AMENDMENT NO. 003

SECTION 00800L

SPECIAL CLAUSES

10/03

PART 1 GENERAL

1.1 REFERENCES - NOT USED

1.2 SUBMITTALS

Government approval/acceptance is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01331 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Small Tool Usage Plan;

Labor, Equipment and Material Reports; G, RO ,

Pollution Prevention Plan;

Quality Control Plan; G, RO

SD-05 Design Data

Equipment-in-Place List;

Maintenance and Parts Data;

SF1413;

Progress Photographs;

Dirt and Dust Control Plan; G, RO

Construction and Demolition (C&D) Waste Management Plan; G, RO

SD-07 Certificates

Warranties;

Insurance;

DA Form 3337; G, RO

SD-11 Closeout Submittals

As-Built Drawings; G, RO

Mechanical Room Layout; G, RO

1.3 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.211-10.

The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, prosecute said work diligently, and complete the entire work ready for use not later than 650 calendar days after date of receipt of notice to proceed. The time stated for completion shall include as-built drawings, O&M manuals, operational tests/reports/training/instructions, equipment lists, and final cleanup of the premises.

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1.36 NEW JERSEY SALES TAX.
27 MAY 2004

a. The contract to be awarded will be a construction contract between the construction Contractor and the United States Government. As contemplated by NJSA54:32B-8.22, sales of materials and supplies to construction Contractors (or subcontractors) who perform work on real property owned by the United States Government are exempt from Sales Tax. However, machinery/equipment rental or sales of end use items to construction Contractors which may be used on other jobs are taxable sales. A supplier claiming exemption hereunder shall have among his records a properly completed exemption certificate (Form ST-13, Contractor's Exempt Purchase Certificate) from the construction Contractor identifying the United States Government contract number (from SF 1442) or purchase order number and delivery order number (from DD Form 1155).

b. The person claiming the exemption has the burden of proving that the Contractor's customer qualifies as an Exempt Organization as defined in New Jersey Bulletin S&U-3. In case of doubt on this point, the Contractor's customer shall obtain a ruling from the New Jersey Department of the Treasury, Division of Taxation.

c. Prior to award of a contract, the successful bidder shall furnish a break-out to be incorporated into the contract separately pricing (1) materials to be incorporated into the structure or improvement to real estate, (2) services and other obligations of the construction contract, and (3) total contract price.

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1.4 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000) FAR 52.211-12.

a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,000.00 for each calendar day of delay until the work is completed or accepted.

b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

d. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$250 per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later.

1.5 NOT USED

1.6 NOT USED

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1.7 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000) DFARS 252.236-7001
19 Sept 2000

Version 2 (May 2002)

a. At award, the Government will furnish the Contractor a compact disk containing all technical contract documents. This disk will include a complete set of drawing files and technical specification files which have all amendments incorporated. The disk will contain **as-built** drawing files in ~~TIF CALS Type 4~~ format and technical specifications in PDF format.

The ~~CALS TIF~~ files and the PDF files are being provided for the Contractor's use in printing hard copies of contract documents.

In addition, native ~~CADD files and Specs~~ **intact word** files are provided in accordance with "AS-BUILT DOCUMENTS" paragraph for the Contractor's use in developing as-built plans and specifications.

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b. The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors which might have been avoided by complying with paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

c. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

1.8 NOT USED

1.9 AS-BUILT DOCUMENTS FOR DESIGN BUILD PROJECTS

1.9.1 General

It is the scope of this section to provide guidance to the Contractor on preparing as-built drawings and as-built specifications. An as-built drawing is a construction drawing revised to reflect the final as-built conditions of the project as a result of modifications and corrections to the project design required during construction. The final as-built drawings shall not have the appearance of marked up drawings, but that of professionally prepared drawings as if they were the "as designed" drawings.

As-built specifications are the construction specifications as modified by changes (contract mods, ACO approved variations from the construction specifications which did not result in contract mods, and any additional details which were not fully developed at the time of completion of construction documents).

1.9.2 Maintenance of As-Built Drawings

The Contractor shall keep a careful record set of blue line prints at the job site, marked in red, of all changes and corrections from the contract drawings. The Contractor shall enter changes and corrections on drawings promptly to reflect "Current Construction". This update shall be done no less frequently than on a weekly basis for the blue line prints and update no less frequently than a quarterly basis for the CADD files, which were prepared previously in accordance with Section 01021. A confirmation shall be included that the as-builts are up to date with the submission of the monthly project schedule. If the Contractor fails to maintain the as-built drawings as required herein, the Contracting Officer will deduct from the monthly progress payment, an amount representing the estimated monthly cost of maintaining the as-built drawings. Final payment with respect to separately priced facilities or the contract as a whole, will be withheld until proper as-built drawings have been furnished to, and accepted by the Contracting Officer. The marked-up set of plans shall reflect any changes, alterations, adjustments or modifications. Changes must be reflected on all sheets affected by the change. Changes shall include marking the drawings to reflect structural details, foundation layouts, equipment sized, and other extensions of design. Progress as-builts shall show the following information:

1. The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features. Average depth below surface shall also be indicated. The location of all underground utility lines, valve boxes or other items shall be located using a minimum of two tie-point dimensions. All dimensions must be taken from permanent

structures or points that will remain after the construction work is completed.

2. The location and dimensions of any changes with the building and structure.
3. Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.
4. Correct elevations if changes were made in site grading.
5. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
6. The topography and grades of all drainage installed or affected as part of the project construction.
7. All changes, which result from contract modifications.
8. Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.
9. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler and irrigation systems.
10. All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

Typically, room numbers shown on the contract drawings are selected for design convenience and do not represent the actual numbers intended for use by the end user. Final as-built drawings shall reflect actual room numbers adopted by the end user.

1.9.3 Maintenance of As-Built Specifications

As-built specifications shall be marked up no less frequently than on a weekly basis. Revised electronic files shall be done no less frequently than monthly.

1.9.4 Underground Utilities

The drawings shall indicate, in addition to all changes and corrections, the actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average elevation of the top of each run or underground structure shall also be recorded.

1.9.5 Borrow Areas

If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, Contractor shall furnish a final contour map of the borrow pit/spoil area elevation.

1.9.6 Partial Occupancy

For projects where portions of construction are to be occupied or activated before overall project completion, including portions of utility systems, as-built drawings for those portions of the facility being occupied or activated shall be supplied at the time the facility is occupied or activated. This same as-built information previously furnished must also be shown on the final set of as-built drawings.

1.9.7 As-Built Conditions That are Different From the Contract Drawings

All as-built conditions that are different from the contract drawings shall be accurately reflected on each drawing. If the as-built condition is accurately reflected on a shop drawing, then furnish that shop drawing shall be in CADD format. The final as-built drawing shall refer to the shop drawing file that includes the as-built information.

1.9.8 Additional As-Built Information that Exceeds the Detail Shown on the Contract Drawings:

These as-built conditions include those that reflect structural details, foundation layouts, equipment, sizes, mechanical room layouts and other extensions of design, that were not shown in the project design documents because the exact details were not known until after the time of approved shop drawings. It is recognized that these shop drawing submittals (revised showing as-built conditions) will serve as the as-built record without actual incorporation into the contract drawings. Furnish all such shop drawings in CADD format.

1.9.9 Final As-Built Drawings

a. Preliminary Record Drawing Submittal: At least thirty calendar (30) days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. They shall be printed from the CAD files updated in the appropriate CAD program, or from updated mylars if mylars only were provided to the Contractor. Within ten days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. Contractor will correct and resubmit within 5 days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor will prepare final record drawings.

b. Record Drawing Submission: In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the revision block. All prints and mylars must be reproduced from the updated CAD files. If mylars only were provided to the

Contractor, they shall be hand-lettered or stamped as indicated above, and revisions shown in revision block. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer:

- Three (3) CD's (ROM) of CAD files of Record Drawings.
- One (1) set of Mylar Record Drawings.
- One (1) copy of prints of Record Drawings.

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and shall be cause for withholding any payment due the Contractor under this contract.

c. Property: All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

In the event the Contractor accomplishes additional work after this submittal, which changes the as-built conditions, the Contractor shall furnish a new CD-ROM, new full size original on photographic Mylars of affected sheets, and new blue line copy which depicts all the additional changes.

1.9.10 Title Blocks

Title Blocks shall be clearly marked to indicate final as-built drawings.

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1.9.11 Final As-Built Specifications

Final as-built specifications shall be prepared ~~in-Specs~~intact and the electronic files shall be placed on the same CD-ROM that contains the as-built CADD files. The front sheet of the specifications shall contain an identification which clearly labels the specifications as representing as-built conditions and shall be dated with the date of the submittal.

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1.9.12 Other As-Built Documents

All other documents such as design analysis, catalog cuts, certification documents that are not available in native electronic format shall be scanned and provided in an organized manner in Adobe.pdf format.

1.9.13 Final Payment

No separate or direct payment will be made for the work specified herein. All costs associated with this work shall be included in the applicable contract prices for the items requiring as-built drawings listed in the bidding schedule.

1.10 EQUIPMENT DATA

Real Property Equipment.

Contractor shall be required to make an **Equipment-in-Place list** of all installed equipment furnished under this contract. This list shall include all information usually listed on manufacturer's name plate. The form is part of SPECIAL CLAUSES and is included following the SPECIAL CLAUSES, so to positively identify the piece of property. The list shall also include the cost of each piece of installed property F.O.B. construction site. For each of the items which is specified herein to be guaranteed for a specified period from the date of acceptance thereof, the following information shall be given: The name, serial and model number address of equipment supplier, or manufacturer originating the guaranteed item. The Contractor's guarantee to the Government of these items will not be limited by the terms of any manufacturer's guarantee to the Contractor. Furnish the list as one (1) reproducible and three (3) copies to the Contracting Officer thirty (30) calendar days before completion of any segment of the contract work which has an incremental completion date.

Maintenance and Parts Data.

The Contractor will be required to furnish a brochure, catalog cut, parts list, manufacturer's data sheet or other publication which will show detailed parts data on all other equipment subject to repair and maintenance procedures not otherwise required in Operations and Maintenance Manuals specified elsewhere in this contract. Distribution of directives shall follow the same requirements as listed in paragraph above.

1.11 PHYSICAL DATA (APR 1984) FAR 52.236-4.

Data and information furnished or referred to below is furnished for the Contractor's information. The Government will not be responsible for any interpretation or conclusion drawn from the data or information by the Contractor.

Physical Conditions indicated on the drawings and in the specifications are the result of site investigations.

Weather Conditions. The Contractor shall make his own investigations as to weather conditions at the site. Data may be obtained from various National Weather Service offices located generally at airports of principal cities, the nearest to this project being: Newark, New Jersey

Historical data for all areas may be obtained from:

U. S. Department of Commerce
National Climatic Center
Federal Building
Asheville, N. C. 28801

Transportation Facilities. Roads and railroads in the general area are shown on the drawings. Access ways shall be investigated by the Contractor to satisfy himself as to their existence and allowable use.

1.12 UTILITIES (APR 1984) FAR 52.236-14

a. Availability and Use of Utility Services

(1) The Government will make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(2) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(3) Electric Power for Small Tools not exceeding 20 amperes and 115 volts will be furnished from existing outlets at no cost to the Contractor, subject to proper use, and that total estimated consumption will not exceed 1,000 kilowatts per month. The Contractor's **Small Tool Usage Plan** shall be submitted for determination of estimated consumption. In the event the estimate exceeds the above allowance, the requirements for other utilities will apply.

b. Alterations to Utilities

Where changes and relocations of utility lines are noted to be performed by others, the Contractor shall give the Contracting Officer at least thirty (30) days written notice in advance of the time that the change or relocation is required. In the event that, after the expiration of thirty (30) days after the receipt of such notice by the Contracting Officer, such utility lines have not been changed or relocated and delay is occasioned to the completion of the work under contract, the Contractor will be entitled to a time extension equal to the period of time lost by the Contractor after the expiration of said thirty (30) day period. Any modification to existing or relocated lines required as a result of the Contractor's method of operation shall be made wholly at the Contractor's expense and no additional time will be allowed for delays incurred by such modifications.

c. Interruptions of Utilities

(1) No utility services shall be interrupted by the Contractor to make connections, to relocate, or for any purpose without approval of the Contracting Officer.

(2) Request for Permission to shut down services shall be submitted in writing to the Contracting Officer not less than seventeen (17) days before date of proposed interruption. The request shall give the following information:

- (a) Nature of Utility (Gas, L.P. or H.P., Water, etc.)
- (b) Size of line and location of shutoff;
- (c) Buildings and services affected.

(d) Hours and date of shutoff.

(e) Estimated length of time services will be interrupted.

(3) Services shall not be shutoff until receipt of approval of the proposed hours and date from the Contracting Officer.

(4) Shutoffs which will cause interruption of Government work operations as determined by the Contracting Officer shall be accomplished during regular non-work hours or on non-work days of the Using Agency without any additional cost to the Government.

(5) Operation of valves on water mains will be by Government personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay or to restore service without delay in event of emergency.

(6) Flow in gas mains which have been shut off shall not be restored until the Government inspector has determined that all items serviced by the gas line have been shut off.

1.13 NOT USED

1.14 LAYOUT OF WORK (APR 1984) FAR 52.236-17

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

1.15 NOT USED

1.16 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

a. For purposes of this paragraph "WORK BY THE CONTRACTOR" is defined as prime Contractor direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, equipment, or subcontractors. The "TOTAL AMOUNT OF WORK" is defined as total direct contract labor (including testing and

layout personnel), exclusive of other general condition or field overhead personnel, material, or equipment.

b. Within 7 days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Contracting Officer a completed SF 1413, "Statement and Acknowledgment." The form shall include the subcontractor's acknowledgement of the inclusion in his subcontract of the clauses of this contract entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act-Overtime Compensation," "Apprentices and Trainees," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontracts," "Contract Termination-Debarment," and "Payrolls and Basic Records." Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.

1.17 NOT USED

1.18 IDENTIFICATION OF EMPLOYEES

a. The Contractor shall be responsible for furnishing an identification badge/card to each employee prior to the employees work on-site, and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of the employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

1.19 NOT USED

1.20 WARRANTY OF CONSTRUCTION (MAR 1994) ALTERNATE 1 (APR 1984) FAR 52.246-21I

1.20.1 References

- a. Clause "Warranty of Construction", (FAR 52.246-0021)
- b. Clause "Inspection of Construction" (FAR 52.246-12)
- c. Special Requirement paragraph entitled "Record Drawings"
- d. Specification Section entitled "Contractor Quality Control"

1.20.2 General

Warranty of Construction. Per ref 1.a all construction shall be warranted against defects for a one-year period beginning at the project acceptance point. In addition, there may equipment, systems or items for which labor and/or materials are warranted beyond the one year point. These are extended warranty items. In order to insure that the Government systematically receives all warranties of construction, equipment and systems to which it is entitled, the contractor shall execute all actions as required by above references and as contained herein. The contractor shall not be permitted to claim improper and/or lack of maintenance as a reason to abdicate its responsibility to correct a warranty or latent defect items if the contractor is not in contract compliance pursuant to submission of O&M Manuals and /or maintenance instructions as required by references indicated in paragraph 4 or elsewhere in this contract.

1.20.3 Tagging of Extended Warranty Items

The Contractor shall install tags to identify items protected by extended warranty. The tags shall be minimum 3 inches by 5 inches in size, machine-printed in minimum 14-point type, and shall be weatherproof and oil resistant. Tags shall be attached to equipment if accessible or to accessible control panel, etc. As a minimum, tags shall indicate the following information:

"Extended Warranty Item:"
Name of Item
Name of System with which associated, number designation within system, or other identifier
Model Number
Serial Number
Start and end Dates of Warranty
Contract number
Contract Name
Contractor Name
Warranty Point of Contact name, organization and telephone number.
Warranty response time priority code

"WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD."

Contractor shall install additional tags on all equipment and systems where required for reasons of safety, maintenance, and prevention of damage.

1.20.4 Posting of Instructions

In addition to any posting of operating procedures as may be required elsewhere in this contract, any equipment or system for which proper operation or maintenance is critical in order to preserve warranties, prevent damage, or for reasons of safety shall have proper operating procedures and a Summarized Schedule of Maintenance Instructions posted near the equipment, system or near the operating point. The summarized schedule of Maintenance Instructions shall be inclusive and specific regarding all system components, indicate frequency of maintenance for each maintenance item, and briefly describe each maintenance procedure and cross-reference the volume and page number of the O&M Manual that details the maintenance procedure. Training shall include review of the Summarized Schedule of Maintenance Instructions and O&M Manual cross-references. Instructions shall be protected by 1/16 inch thick plastic sheet. As a minimum such equipment or system shall include:

Electrical Substations
Transformers
Electrical Generators
Major HVAC System components including chillers, air-handlers, fans, etc.
HVAC Control Panel
Boilers
Air Compressors

1.20.5 Warranty Plan

Within 10 days of the 80% completion point of this contract (or deliverable phase thereof), the contractor shall submit a warranty plan for

Government approval per section "Submittals". The Warranty Plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The plan shall be signed by a principal of the contractor. All documents in the plan shall be assembled in a binder. Upon acceptance it shall be signed by a Government Representative. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. As a minimum the plan shall indicate:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the contractor's, subcontractors or suppliers involved. This shall cover both the one year warranty of construction and extended warranty items or systems.

b. Listing and status of O&M manuals and As-built drawings, and expected delivery dates.

c. Listing and status of all training to be provided to Government personnel, whether specified by contract or required by manufacturers. Indicate dates of training both planned and accomplished.

d. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

e. A spreadsheet-type list for each warranted equipment, item, feature of construction or system, to include roofs, HVAC components, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc., as applicable. For each item, the list shall indicate the following information:

- Name of item
- Model and serial numbers.
- Location where installed
- Names of manufacturers or, suppliers and phone numbers.
- Names addresses and telephone numbers of sources of spare parts
- Identification of Warranted materials and labor, and other terms of warranty.
- Cross-reference to warranty certificates as applicable.
- Starting point and duration of warranty period.
- Summary of maintenance procedures required to continue the warranty in force.
- Cross-reference to specific pertinent Operation and Maintenance manuals
- Organization, names and phone numbers of persons to call for warranty service
- Typical response time and repair time expected for various warranted equipment

f. The contractor's acknowledgement of intention to attend the Four and Nine month post-construction warranty inspections conducted by the Government.

g. Status of tagging of all equipment covered by extended warranties.

h. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons

i. Contractor's understandings with respect to warranty responsibilities for the one year overall warranty of construction, and expected performance on warranty calls during this period.

1.20.6 Warranty Meeting

Within 10 days after the approval of the Warranty Plan the contractor will notify the Government representative for the purpose of scheduling a meeting to clarify understandings of responsibilities with respect to warranties to which the Government is entitled. The Government and contractor shall attend the warranty meeting, as well as any subcontractors, or suppliers involved in the warranty process. The Warranty Plan shall be the basis of the meeting's agenda. Contractor will prepare minutes of the meeting indicating major understandings reached, and submit for Government approval within 3 days of the meeting. Minutes will be signed by authorized representatives of the Contractor and Government.

1.20.7 Warranty Requirements Compliance

Expected performance of the Contractor on warranty work is indicated herein. If Contractor performance on a warranty call is unsatisfactory, the Contracting Officer may authorize the use of funds remaining in the contract to accomplish the warranty work on an expedited basis including the cost of Government administrative expenses. Repeated poor performance may result in retaining any payment due the Contractor until after the warranty of construction period. The Contractor's Performance Bond shall remain effective through the contract-specified warranty period. Poor warranty performance may also result in a poor contractor performance rating being entered into the Government CCASS system, or downward revision of such rating if already entered.

1.20.8 Warranty Performance

Expected Response to Construction Warranty Service Requests and Completion of Repairs: Following oral or written notification by the Contracting Officer, the Contractor shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed.

a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

d. The "Construction Warranty Service Priority List" is as follows:

Code 1-Air Conditioning Systems

- (1) Recreational support.
- (2) Air conditioning leak in part of building, if causing damage.
- (3) Air conditioning system not cooling properly.

Code 1-Doors

- (1) Overhead doors not operational, causing a security, fire, or safety problem.
- (2) Interior, exterior personnel doors or hardware, not functioning properly, causing a security, fire, or safety problem.

Code 3-Doors

- (1) Overhead doors not operational.
- (2) Interior/exterior personnel doors or hardware not functioning properly.

Code 1-Electrical

- (1) Power failure (entire area or any building operational after 1600 hours).
- (2) Security lights
- (3) Smoke detectors

Code 2-Electrical

- (1) Power failure (no power to a room or part of building).
- (2) Receptacle and lights (in a room or part of building).

Code 3-Electrical

Street lights.

Code 1-Gas

- (1) Leaks and breaks.
- (2) No gas to family housing unit or cantonment area.

Code 1-Heat

- (1) Area power failure affecting heat.
- (2) Heater in unit not working.

Code 2-Kitchen Equipment

- (1) Dishwasher not operating properly.
- (2) All other equipment hampering preparation of a meal.

Code 1-Plumbing

- (1) Hot water heater failure.
- (2) Leaking water supply pipes.

Code 2-Plumbing

- (1) Flush valves not operating properly.

- (2) Fixture drain, supply line to commode, or any water pipe leaking.
- (3) Commode leaking at base.

Code 3 -Plumbing
Leaky faucets.

Code 3-Interior
(1) Floors damaged.
(2) Paint chipping or peeling.
(3) Casework.

Code 1-Roof Leaks
Temporary repairs will be made where major damage to property is occurring.

Code 2-Roof Leaks
Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 2-Water (Exterior)
No water to facility.

Code 2-Water (Hot)
No hot water in portion of building listed.

Code 3-All other work not listed above.

1.20.9 Post-Completion Inspections

The Government conducts project inspections for purposes identifying warranted deficiencies at the four and nine month points after project acceptance. The Contractor is required to attend these inspections in order to better manage any warranty items for which it may be responsible.

1.21 NOT USED

1.22 NOT USED

1.23 NOT USED

1.24 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984) FAR 52.245-3.

a. The Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished at the place specified below. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

Location of GFP:

f.o.b. truck at the project site.

b. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the jobsite at its own expense.

c. Each item of property to be furnished under this clause shall be identified in the Schedule by quantity, item, and description.

Quantity	Item	Description
1	Emergency Generator	120/208v

1.25 NOT USED

1.26 PROJECT SIGN

Version 2 General. The Contractor shall furnish and erect at the location directed one project sign.

Exact placement location will be designated by the Contracting Officer. The panel sizes and graphic formats have been standardized for visual consistency throughout all Corps operations.

Panels are fabricated using HDO plywood with dimensional lumber uprights and bracing.

All legends are to be painted in the sizes and styles as specified by the graphic formats shown at the end of this section. The signs (including back and edges), posts and braces shall be given two coats of Benjamin Moore No. 120-60 poly-silicone enamel or approved equal before lettering. The 4' x 4' right section of the project sign shall be white with black lettering. The 2' x 4' left section shall be Communication Red (CR) with white lettering. Paint colors shall be as follow:

Black	-	Federal Standard 595a	Color Number 27038
White	-	Federal Standard 595a	Color Number 27875
Red	-	PANTONE 032	

An example of the sign including mounting and fabrication details are also provided at the end of this section.

Name of the project shall be as follows:

Add/AH USARC/OMS/Unheated Storage
Caven Point USARC
Jersey City, New Jersey

Name of the designer shall be as follows:

The Mason & Hanger Group Inc.
300 W Vine Street
Suite 1300
Lexington, Kentucky 40507

Name of local sponsor shall be as follows:

Erection and Maintenance.

a. The signs shall be erected at the designated location(s). Signs shall be plumb and backfill of post holes shall be well tamped to properly support the signs in position throughout the life of the contract. The signs shall be maintained in good condition until completion of the contract, shall remain the property of the Contractor, and shall be removed from the site upon completion of work under the contract.

b. The Corps of Engineers logo and the local sponsor's logo will be provided by the Contracting Officer.

Payment. No separate payment will be made for furnishing and erecting the project signs as specified and costs thereof shall be considered a subsidiary obligation of the Contractor.

1.27 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: Fixed Price Construction". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
8	7	8	7	9	10	6	5	5	6	5	7

Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each

month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated listed above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.28 WAGE RATES

The decision of the Secretary of Labor, covering rates of wages, including fringe benefits to be paid laborers and mechanics performing work under this contract, is attached hereto. The payment for all classes of laborers and mechanics actually employed to perform work under the contract will be specified in the following contract clauses: DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, and THE COPELAND ACT.

Wage decisions included are: NJ20030003

1.29 NOT USED

1.30 INTERFERENCE WITH TRAFFIC AND PUBLIC AND PRIVATE PROPERTY.

a. The Contractor at all times shall dispose his plant and conduct the work in such manner as to cause as little interference as possible with private and public travel. Damage (other than that resulting from normal wear and tear) to roads, shall be repaired to as good a condition as they were prior to the beginning of work and to the satisfaction of the Contracting Officer.

b. The Contractor shall provide and maintain as may be required by the State of New Jersey, Department of Transportation, proper barricades, fences, danger signals and lights, provide a sufficient number of watchmen, and take such other precautions as may be necessary to protect life, property and structures, and shall be liable for and hold the Government free and harmless from all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

1.31 NOT USED

1.32 GOVERNMENT FIELD OFFICE FACILITIES AND SERVICES.

Refer to Section 01500A TEMPORARY CONSTRUCTION FACILITIES.

1.33 COMPLIANCE WITH POST/BASE REGULATIONS.

a. The site of the work is on a military reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, sanitary requirements, pollution control and traffic regulations, shall be observed by the Contractor. Information regarding these requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining same from appropriate authorities.

b. Contractor personnel shall park only in areas authorized by the Contracting Officer.

c. The Contractor shall provide a Seven Day **Notice of Soil Treatment** to the Contracting Officer, in writing, before required soil treatment agents are applied, to assure that DOD Certified Pest Control Personnel are present during soil treatment applications. All soil treatment applications must be in the presence of DOD Certified Pest Control personnel.

1.34 EQUIPMENT AND OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)
EFAR 52.231-5000.

a. This does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time of negotiations shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Cover Sheet.

e. Whenever a modification or equitable adjustment of contract price is required, the contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of SPECIAL CONTRACT REQUIREMENT: EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the office of the District Engineer, Room 821, 600 Dr. Martin Luther King, Jr. Place, Louisville, Kentucky, or a copy may be ordered from the Government Printing Office at a cost of \$11.00 by calling telephone no. (301) 953-7974.

Address to Order: U.S. Government Printing Office
Document Warehouse
8160 Cherry Lane

Vol No.	Stock No.
1	008-022-00254-5
2	008-022-00255-3
3	008-022-00256-1
4	008-022-00257-0
5	008-022-00258-8
6	008-022-00259-6
7	008-022-00260-0
8	008-022-00261-8
9	008-022-00262-6
10	008-022-00263-4
11	008-022-00264-2
12	008-022-00265-1

1.35 LABOR, EQUIPMENT, AND MATERIAL REPORTS

Daily Equipment Report. The Contractor shall submit a daily report of all Contractor-owned or rented equipment at the jobsite. A similar report is required for all subcontractor equipment. The subcontractor's report may be separate or included with the Contractor's report provided the equipment is adequately identified as to ownership. The required equipment report shall include each item of equipment (hand-operated small tools or equipment excluded) on the job and shall specifically identify each item as to whether it is Contractor-owned or rented, shifts, hours of usage, down time for repairs, and standby time. Identification of the equipment shall include make, model and plant number of all items. Separate identification by a key sheet providing these data may be utilized with the daily report indicating the type of equipment and the equipment plant numbers. The format of the Daily Equipment Report will be as approved by the Government in the field.

Labor, Equipment & Material Reports for Extra Work/Cost. A Report shall also be submitted by the Contractor listing any labor, equipment and materials expended on and/or impacted by any change order directed by the Government and for which total price/time agreement has not been reached. These requirements also apply to subcontractors at any tier. The same Report is required at any time the Contractor claims or intends to claim for extra costs whether or not there is Government recognition (constructive changes). This requirement is in addition to any Contractor "Notice" or "Reservation of Rights". Submittal of such a report will not be construed as satisfying the "Notice" required under the "Changes" clause or any other clause. But, absence of such Reports submitted to the Government contemporaneously with the alleged extra work/cost will be considered as evidence that no such extra work/cost occurred that are chargeable to the Government.

The Report shall be detailed to the degree required by the Government in the field and shall contain the following as a minimum:

- a. The cause of the extra labor, equipment or materials costs.
- b. For extra labor - Indicate crew, craft, hours, location and cost. Describe nature or type of extra costs, i.e., extra work, overtime,

acceleration, interference, reassignment, mobilizations and demobilizations, supervision, overhead, type of inefficiency, etc.

c. For extra equipment - Indicate type and description, hours, location, cost; whether working, idle, standby, under repair, extra work involved, etc.

d. For extra materials - Indicate type and description, where used, whether consumed, installed or multi-use, quantity, cost, extra work involved, etc.

e. Affected activities - Relate to Contract Schedule (Network Analysis); demonstrate whether delay or suspension is involved.

f. Segregate all entries by prime and each subcontractor.

g. Summarize costs daily and by cumulative subtotal or with frequency required by the Government.

This report will not be considered as evidence that any of the alleged extra costs actually occurred. The report will be used to check against over obligation of funds for change orders directed prior to price/time agreement and to track alleged extra costs the Contractor considers otherwise chargeable against the Government. The Government may respond at any interval to either challenge, amend or confirm the report. Absence of a Government response is not to be considered acquiescence or denial. The Government may order work stoppage if deemed necessary to avoid overobligation of funds. The frequency of the report shall be daily or as otherwise approved by the Government representative in writing.

1.36 NOT USED

1.37 NOT USED

1.38 NOT USED

1.39 NOT USED

1.40 NOT USED

1.41 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (SEP 1989) FAR 52.228-5.

The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(1) Coverage complying with State laws governing insurance requirements, such as those requirements pertaining to Workman's Compensation and Occupational Disease Insurance. Employer's Liability Insurance shall be furnished in limits of not less than \$100,000.00 except in states with exclusive or monopolistic funds.

(2) Comprehensive General Liability Insurance for bodily injury coverage shall be furnished in limits of not less than \$500,000 per occurrence.

(3) Comprehensive Automobile Liability Insurance for both bodily injury and property damage, shall be furnished in limits of not less than \$200,000.00 per person, \$500,000.00 per accident for bodily injury, and \$20,000.00 per accident for property damage. When the Financial Responsibility or Compulsory Insurance Law of the State, requires higher limits, the policy shall provide for coverage of at least those higher limits.

Before commencing work under this contract, the Contractor shall submit to the Contracting Officer in writing that the required insurance certification has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

1.42 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM

The Government will utilize an in-house Contract Administration program entitled "Resident Management System" (RMS). The Contractor shall utilize a Government furnished Quality Control System (QCS) Programming Module. See Section 01312A "Quality Control System (QCS)" for requirements.

1.43 SCAFFOLDING

July 2003

The following requirements supplement EM 385-1-1. In the event of a conflict between these requirements and EM 385-1-1, the more strict requirement shall take precedence.

All scaffold systems shall be erected, inspected and disassembled under the direction of a competent person. The competent person must be present and on site during these operations. The qualifications and training of the competent person and the crew performing the work shall be submitted to the Contracting Officer and accepted prior to commencement of the work. All scaffold systems must be inspected daily and certified as usable prior to use each days use by the competent person. Scaffolds shall also be inspected and certified by the competent person upon completion of any changes to the scaffolding system i.e. adding or removing a level or etc. The competent person must be present and on site during these changes to the scaffold system. The contractor shall develop a system that notifies all parties of the certification status. The use a red/green tag system denoting the serviceability is an acceptable certification system.

A scaffold erection plan shall be submitted for all scaffold systems regardless of type scaffold to be used. This plan shall include erection and dismantling operations and all manufacture's details of the system and

shall demonstrate compliance with EM 385-1-1. The plan shall be accepted by the Contracting Officer prior to the erection of the scaffold. This plan shall be reviewed at the preparatory and initial meetings with all parties involved in the scaffolding operation and use thereof. In the event others crafts will be using the scaffolding system, they shall also be briefed on the proper use of the system.

Every level of conventional and masonry type scaffolding systems shall be fully planked and include handrails and toe boards. The contractor is advised that he must analyze the added weight of this requirement on the capacity of the scaffold system and adjust his operations accordingly. All personnel erecting and dismantling scaffolds must be protected by a personal fall protection system.

Access to any type scaffold system above 6 (six) feet shall be by stair tower.

1.44 USE OF INCLINOMETER FOR LONG BED DUMP TRUCKS (DACF BULLETIN 25 MARCH 1993)

The recommendation of EM 385-1-1, Section 16.B.15, is mandatory for this project.

1.45 AVAILABILITY OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

As covered by CONTRACT CLAUSE "ACCIDENT PREVENTION", compliance with EM 385-1-1 is a requirement for this contract. Copies may be purchased for \$31.00 each at the following address:

United States Government Bookstore
Room 118, Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4003
Telephone: (412) 395-5021 FAX: (412) 395-4547

Or downloaded from the following website:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

1.46 FIRE PROTECTION DURING CONSTRUCTION (MIL-HDBK-1008C PARA. 1.6)

The Contractor is alerted to the requirements of Contract Clause "CLEANING UP" and more specifically to the requirements for fire protection during construction spelled out in EM 385-1-1 and NFPA No. 241 Building Construction and Demolition Operations. This item must be covered in the submittal required under Contract Clause "ACCIDENT PREVENTION".

1.47 HAUL ROADS

Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

a. One-way haul roads for off-the road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25 ft. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of 15 ft. When the Contracting Officer determines that it is impractical to obtain the required

width for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10 ft. may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalman and an effective means of speed control.

b. Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60 ft. Two-way haul roads for over-the-road haulage equipment only may be reduced to a usable width of 30 ft.

c. Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.

d. Grades and curves shall allow a minimum sight distance of 200 ft. for one-way roads and 300 ft. for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5 ft. above the road surface) can see an object 4.5 ft. above the road surface. When conditions make it impractical to obtain the required sight distance (e.g., ramps over levees), a positive means of traffic control shall be implemented.

e. Dust abatement shall permit observation of objects on the roadway at a minimum distance of 300 ft.

f. Haul roads shall have the edges of the usable portion marked with posts at intervals of 50 ft. on curves and 200 ft. maximum elsewhere. Such markers shall extend 6 ft. above the road surface and, for nighttime haulage, be provided with reflectors in both directions.

1.48 NOT USED

1.49 NOT USED

1.50 CONSTRUCTION HAZARD COMMUNICATION

The Contractor is required to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1926.59). This standard is designed to inform workers of safe and appropriate methods of working with hazardous substances in the workplace. The standard has five requirements, and every hazardous or potentially hazardous substance used or stored in the work area is subject to all five. They are:

(1) Hazard Evaluation. Any company which produces or imports a chemical or compound must conduct a hazard evaluation of the substance to determine its potential health or physical hazard. The hazard evaluation consists of an investigation of all the available scientific evidence about the substance. The Contractor is required to assure that all producers (manufacturer/distributors) have performed these evaluations and transmit the required information with any hazardous materials being used or stored on the project site. From the hazard evaluation, a substance may be classified as a health hazard, or a physical hazard. These classifications are then further broken down according to type:

Health Hazards

Physical Hazards

Carcinogens

Combustible liquids

Irritants

Compressed gases

Sensitizers	Explosives
Corrosives	Flammables
Toxic substances	Organic peroxides
Highly toxic substances	Unstable substances
Substances harmful to specific organs or parts of the body	Water-reactive substances

(2) Warning Labels. If a chemical is hazardous or potentially hazardous, the producer or importer must affix a warning label to every container of that chemical before it leaves his facility. The Contractor must assure these labels are attached and legible. The label must identify the chemical, state the hazard, and give the name and address of the producer or importer. If the hazardous substance is transferred to another container, that container must then be labeled, tagged, or marked with the name of the chemical and the appropriate hazard warning. Warning labels should be replaced immediately if they are defaced or removed.

(3) Material Safety Data Sheets. The producer or importer must also supply a material safety data sheet (MSDS). The Contractor must keep these available in the work area where the substance is used, so that the people using the substance can easily review important safety and health information, such as:

- The hazard possible from misuse of the substance
- Precautions necessary for use, handling, and storage
- Emergency procedures for leaks, spills, fire and first aid
- Useful facts about the substance's physical or chemical properties

(4) Work Area Specific Training. Because of hazardous substance may react differently depending on how it is used or the environment of the work area, the Contractor must conduct work area specific training; special training which takes the Contractor's operations, environment, and work policies into consideration. Work area training presents:

- The hazardous substances which are present in the work place and the hazards they pose

- Ways to protect against those hazards, such as protective equipment, emergency procedures, and safe handling

- Where the MSDS's are kept, and an explanation of the labeling system
- Where the Contractor's written Hazard Communication Program is located

(5) The Written Hazard Communication Program. In accordance with OSHA requirements, the Contractor must prepare a written Hazard Communication Program. This document will be included in the Contractor's Accident Prevention Plan. This document states how the Contractor plans to ensure that hazardous materials are appropriately labeled, how and where MSDS's will be maintained, and how employees will be provided with specific information and training.

1.51 NOT USED

1.52 MECHANICAL AND ELECTRICAL ROOM LAYOUT (ORL)

Detailed mechanical and electrical room layout drawings shall be submitted for approval in accordance with SD-02 Section 01331. Layout drawings shall show location and maintenance clearances for all mechanical room equipment, and all utility runs/chases for mechanical, electrical, telephone and other similar systems. Drawings shall be submitted at the same time as the submittals for the equipment to be located within the mechanical room.

1.53 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7013 (JUN 1995).

(a) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-priced contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the right to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restrictions; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another part, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data.

The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentations):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are-

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Market with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a

license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data.

All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data.

The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of the clause, technical data that the Contractor assets should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (see Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical Data to be Furnished With Restrictions*	Asserted Basis for Assertion**	Name of Person Rights Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such terms, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's right should be restricted.

***Enter asserted rights category (e.g. government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements.

The Contractor, and its subcontractor or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause: the limited rights legend at paragraph (f)(3) of this clause: or the special license rights legend at paragraph (f)(4) of this clause, and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions.

The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material,

each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings.

Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings.

Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any

person, other than the Government, who has been provided access to such data must promptly notify the above name Contractor.

(End of legend)

(4) Special license rights markings.

(I) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____)Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings.

If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records.

Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause, and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings.

The rights and obligations of the parties regarding the validation of restrictive markings or technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of

this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings.

A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(I) Relation to patents.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other with otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(I) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(I) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the

subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government

1.54 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGEND DFARS 252.227-7025 (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms, "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends.

The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends.

The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends.

The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be release or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data of software.

(c) Indemnification and creation of third party beneficiary rights.

The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

1.55 NOT USED

1.56 NOT USED

1.57 PARTNERING

To more effectively accomplish this contract, the Government proposes to form a partnership with the Contractor. This partnership would draw on the strengths of each organization in an effort to achieve a quality product within budget and on schedule. This partnership would be bilateral in make-up and participation by the Contractor is required. A facilitator subject to approval by the Contracting Officer shall be hired by the Contractor, who would be responsible to arrange for an offsite location for the initial conference, provide all workshop materials, facilitate the conference, and

compile and distribute a completed partnering agreement to all participants within 30 days after the initial partnering session. Both parties will sign and abide by the partnering agreement. The initial conference site location will be coordinated with the Contracting Officer for approval. Contractor should plan for the attendance of approximately 15-20 individuals from the Government in addition to the Contractor's and Sub-contractor's personnel. The cost of the facilitator, offsite conference facility, and the partnering agreement will be borne equally by the Contractor and Government. All other costs associated with partnership implementation will be borne by the Contractor. Subsequent partnership conferences the Government will prepare the agenda, and the Contractor will prepare and distribute minutes within 48 hours of the conclusion of the conference.

1.58 NOT USED

1.59 CONSTRUCTION AND DEMOLITION (C&D) WASTE MANAGEMENT PLAN

16 July 1999

a. The Contractor is required to submit for government approval a detailed C&D Waste Management Plan within 30 days after contract award and prior to initiating any site clearance or C&D work.

b. Specific elements to be addressed in the plan are as follows:
Designated individuals on the contractor's staff who are responsible for C&D waste prevention and management.

(1) Actions that will be taken to reduce solid waste generation (including use of more efficient facility design and construction processes, reduced packaging and packing materials, supplier take-back programs, etc.). Description of the specific approaches to be used in recycling/reuse of the various materials generated, including, as appropriate, the specification of areas and equipment to be used for processing, sorting, and temporary storage of C&D wastes.

(2) Characterization of the waste to be generated during the C&D project, to include types and quantities of waste materials. The characterization should address site waste materials, building materials, packaging, packing, wastes generated by construction equipment, wastes generated by site offices, and wastes generated by the workforce on-site.

(3) Landfill and/or incinerator name, tipping fee amounts, projected cost of disposing of all trash and waste materials in the landfill/incinerator, as if there would be no salvage or recycling on the project.

(4) Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and public arts programs that accept used materials (e.g., Habitat For Humanity, national materials exchange networks).

(5) A list of specific waste materials that will be salvaged for resale, salvaged and reused, and recycled; the recycling facilities that will be utilized; and copies of their permits and/or registrations.

(6) Identification of materials that cannot be recycled/reused with a written justification. All disposed materials including anticipated

hazardous wastes must include names of haulers and disposal sites, and copies of their permits and/or registrations.

(7) Anticipated net cost savings determined by subtracting contractor program management costs and the cost of salvage (deconstruction), separating, and recycling from the following:

- (1) revenue from the sale of salvaged products and materials;
- (2) revenue from the sale of recycled products and materials;
- (3) revenue from the return of materials; and
- (4) incineration and/or landfill tipping fees saved due to diversion of materials.

(8) The plan must cover the following materials if the material is applicable to the specific project.

Asphalt	Gypsum
Concrete	Plastic
Soil	Polystyrene
Metal	Porcelain
Wood	Corrugated cardboard
Brick	Carpet

c. Firms and facilities used by the contractor for recycling, reuse, and disposal shall be appropriately permitted for the contractor's intended use, to the extent required by federal, state, and local regulations. The contractor shall maintain records of disposition of the materials, including all copies of manifests, origin, and disposal forms, and bills of lading. All facility, landfill, and hauler permits showing USEPA and state registration numbers shall be maintained and shall be available to the contracting officer when requested.

d. The Contracting Officer shall review the C&D waste management plan in coordination with the environmental office within 7 calendar days of submittal. Where the contracting officer determines that the contractor has diligently explored all feasible methods to reduce C&D waste, the plan shall be approved, or approved with comment. Where it is determined that the contractor has not diligently explored all feasible methods, the contracting officer shall request a resubmittal.

e. All revenues generated by reusing, returning, salvaging, or recycling materials, as well as costs avoided by reduced tipping and incineration fees as compared to conventional disposal shall accrue to the contractor's benefit and be reported to the Contracting Officer. Where an on-site Army C&D landfill is the only available disposal facility, the Contractor will be charged the prevailing commercial rate.

1.60 NOT USED

1.61 NOT USED

1.62 NOT USED

1.63 NOT USED

1.64 NOT USED

1.65 PROPOSED BETTERMENTS - AUG 1997

a. The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.

b. "Betterment" is defined as any component or system which exceeds the minimum requirements stated in the Request for Proposal. This includes all proposed betterments listed in accordance with Submittal Requirements of Section 00100 of the Proposal, and all Government identified betterments.

c. "Government identified betterments" include the betterments identified on the "List of Accepted Project Betterments" prepared by the Proposal Evaluation Board and made a part of the contract by alteration, and all other betterments identified in the accepted Proposal after award.

1.66 SEQUENCE OF DESIGN/CONSTRUCTION

(a) The Contractor must submit for Government Acceptance a design Quality Control Plan in accordance with Section 01453, Paragraph 1.3 before design may proceed.

(b) After receipt of the Contract Notice to Proceed (NTP), the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain government review of each submission. No construction may be start, until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the contract.

(c) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(d) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

1.67 NOT USED

1.68 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS 17 August 1998

In connection with the services covered by this contract, any inhouse personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated inhouse personnel, subcontractors, associates, or consultants.

1.69 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984) FAR 52.236-25
July 2003

The design of architectural, structural, mechanical, electrical, civil, fire protection or other engineering features of the work shall be accomplished or reviewed and approved by designers registered/licensed to practice in the particular professional field involved in a State or possession of the United States, or in the District of Columbia. Each final design submittal drawing and certified final drawings ready for construction shall be signed and sealed by the registered professional (Designer of Record) responsible for the design indicated on the particular sealed sheet.

The interior designer of record shall have a minimum 4-year interior design degree and with a minimum of 5 years of experience with comparable sized projects. The designer shall be NCIDQ certified and shall receive points if state certified. The designer shall also receive points if past experience is with federal government projects.

1.70 DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

(1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.

(2) The provisions of the solicitations. (See also contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3) All other provisions of the accepted proposal.

(4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

1.71 DESIGN CONFERENCES

17 August 1998

a. Pre-Work: As part of the Pre-work conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D/B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contact and any other appropriate pre-design discussion items.

b. Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user operations, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

c. Design Review Conferences: Review conferences will be held on base for each design for each submittal. The Contractor shall bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

1.72 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (REV. MAY 2002)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(d) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

1.73 WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) (MAY 2002)

(a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN".

(b) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(c) This design warranty shall be effective from the above event through the Statue of Limitations and Statute of Repose, as applicable to the state that the project is located in.

(d) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

1.74 CONSTRUCTOR'S ROLE DURING DESIGN (JUN 1998)

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

1.75 VALUE ENGINEERING AFTER AWARD (JUNE 1999)

(a) In reference to Contract Clause 52.248-3, "Value Engineering - Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

1.76 DEVIATING FROM THE ACCEPTED DESIGN (JUN 2002)

(a) The Contractor must obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.

(b) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

(c) Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

(d) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(e) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

1.77 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS (JUL 2002)

This is to clarify that contract clause 252.236-7001, "Contract Drawings and Specifications", refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

1.78 PRECONSTRUCTION CONFERENCE

a. A preconstruction conference will be arranged by the Contracting Officer, or his Representative, after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

b. The Contractor shall bring to this conference the following items in either completed or draft form:

- The Contractor's order of work
- Accident Prevention Plan
- Quality Control Plan
- Letter appointing Superintendent
- List of subcontractors

1.79 POLLUTION PREVENTION PLAN

In accordance with the National Pollutant Discharge Elimination System (NPDES) Permit, a Pollution Prevention Plan (PPP) is required for this project. This plan shall be developed by the Contractor as part of the design process if this is a Design/Build contract or as a pre construction activity and must meet the erosion and sediment control requirements for the state of New Jersey. The plan must identify the controls that will be used and include design, inspection, and maintenance information. A site plan with the existing and proposed grading shall be included, showing the controls being utilized. The permanent stabilization practices (permanent seeding, mulching, sodding, plants, erosion control blanket, riprap, etc.) should be shown on the final grading plan, with temporary controls (temporary gravel construction entrance/exit, silt fences, straw bales, temporary diversions, sediment basins or traps, etc.) shown on the existing grading plan. Use of straw bales alone is not considered an effective method of sediment control and should not be used. Prior to the start of construction, the Contractor shall submit the Pollution Prevention Plan to the Contracting Officer for review and approval. PPP must address compliance with all State laws regarding historic preservation and endangered species with State Letters attached. Along with the PPP submittal, the contractor shall provide a check made payable to the State of New Jersey for the cost of the NPDES permit application. Once the PPP is approved by the Contracting Officer, the NOI will be prepared by the Corps of Engineers, utilizing information contained in the approved PPP. A Notice of Intent (NOI) will be forwarded to the State by the Corps of Engineers. Commencement/start of construction (ground disturbing activity) by the Contractor CANNOT start prior to the NPDES Permit and the letter of compliance being received. A copy of both the PPP and NPDES Permit must be kept at the construction site.

1.80 NOT USED

*****1.8

1 NOT USED

1.82 NOT USED

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

-- End of Document --

AMENDMENT 3

SECTION 01010

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SECTION 01010

STATEMENT OF WORK

PART 1 - GENERAL PROJECT DESCRIPTION

1.1 DESIGN OBJECTIVES

- A. The objective of this solicitation is to obtain a facility in which the using Units are able to effectively implement their Army Reserve (AR) support and training missions. These activities require sufficient space with up-to-date furnishings and equipment to support the Units' personnel. The facility environment must meet or exceed the U. S. Army Reserve (USAR) requirements, plus other code and regulatory requirements as referenced in these documents.
- B. It is the design intent to provide the USAR with a Training Facility that meets or exceeds the specifications and requirements contained in this Request for Proposal (RFP). The USAR considers functionality, durability, operability, maintainability, first cost, operating cost and aesthetics to be important factors in the design and planning of the facility.
- C. The Caven Point USARC is an existing facility consisting of four inter-connected buildings (known as Buildings 115, 115A, 198 and 204) that include functions for Training, Unit Storage, Vehicle Maintenance, and administration. Supporting facilities include an adjacent Privately Owned Vehicle (POV) parking area and an adjacent Military Equipment Parking (MEP) area and a wash rack. Also within the USARC is a vacant Fire Station (Building 191) and an un-occupied Storage Building (Building 197). There is a separate controlled access former OMS vehicle maintenance building (known as Building 199) that is occupied by a government agency independent of the U.S. Army Reserve. The D/B contractor is responsible for field verification of all existing site and building conditions.
- D. The information provided in the RFP documents shall serve as the requirements for the Design / Build (D/B) Contractor's building design and construction execution, along with other code, regulatory, industry standards and professional practice requirements.

1.2 DESIGN/BUILD (D/B) CONTRACTOR RESPONSIBILITY

- A. The D/B Contractor is to provide all labor, materials, equipment, supplies, permits, fees, and consultant services to design a full facility revitalization of the existing Army Reserve Center complex. The complex shall be a complete and usable facility meeting the requirements herein. The D/B Contractor shall develop a complete site, building, interior design and furniture package. The furniture package shall be Government Furnished/Government Installed (GFGI). The D/B Contractor shall design the furniture plans and prepare the procurement documents, refer to Appendix G.
- B. Any discrepancies found in these RFP documents by the D/B Contractor shall be addressed to the Louisville District, Corps of Engineers before the submittal of the D/B Contractor's proposal. The D/B Contractor as Architect/Engineer of Record is solely responsible for the

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design intent and the accuracy of their proposal and its compliance with all RFP requirements and all referenced codes and criteria. All information provided in this RFP package is to be considered schematic in nature and is to be verified by the D/B Contractor as part of the development of the project design and construction documents.

- C. The D/B Contractor's design professionals (architect/engineers/designers) shall be the designers of record for the entire project. They must take full responsibility for the design and must satisfy themselves that the design meets regulatory and professional standards.

1.3 PROJECT DESCRIPTION – SITE

A. Existing Conditions

1. This project consists of the restoration of the Caven Point USARC, located at Caven Point Chapel Ave & Caven Point Road, Jersey City, New Jersey 07305. The facility is to be restored and also reconfigured to suit the current space planning requirements of the units that will occupy the restored facility. The intent is that at the conclusion of the project, the facility and its buildings will be suited to the Army Reserve of the 21st century.
2. The existing facility is part of a 74-acre tract of land owned by the U.S. Army Reserve in Jersey City, Hudson County, New Jersey. The Army Reserve acquired the property sometime in the late 1950's from the U.S. Government. The site was formerly the Caven Point Army Terminal, a 360-acre Army Center and Ordnance Depot developed during 1941-1942 time frame. The Caven Point Army Terminal operated up until 1954 and consisted of approximately 69 structures and a 4300-foot long marine pier. The Caven Point Army Terminal began selling and transferring portions of land to other government agencies, city authorities and civilian interests. The U.S. Army Reserve obtained their 74 acres at this time.
3. The facility is part of a 74-acre tract of land currently owned by the Army Reserve. The government plans to transfer approximately 4.32 acres of the site to the City of Jersey City for use in construction of proposed Route 185. The government proposes to transfer an additional 44.88 acres to Jersey City for the development of a mixed-use recreational golf and residential area. The government intends on acquiring 3.43 acres from Jersey City located near the northeast portion of the existing Reserve Center site. This project is being funded through funds acquired as part of this Real Property Exchange (RPX).
4. To the south of the site is a stadium and sports complex owned by Jersey City. To the east is Pointe Liberte, a condominium complex along Upper New York Bay. To the north is undeveloped land owned by the Jersey City Redevelopment Agency. West of the site is Caven Point Road and then the New Jersey Turnpike.
5. Most of the site was created by filling marsh and tidal lands during the creation of the Caven Point Army terminal during the 1941/1942 time frame. The site lies between 7.0 and 14.0 feet elevation above mean sea level.
6. The site is supplied commercially with water, electricity, natural gas and telephone service. Sanitary sewage is collected on site by gravity to a pump station, where it is pumped to treatment facilities owned by Jersey City. Jersey City, through United Water, supplies the domestic water service. Natural gas to the facility is provided by Public Service Electric and Gas Company.

B. Site Improvements (Refer to Part 4 of this Section 01010 for detailed information)

1. Parking and Roads

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- a. A new POV Parking Lot is to be provided to meet current AT/FP requirements per Unified Facility Criteria UFC 4-010-01.
- b. The existing gravel portion of the MEP parking lot in the rear of the facility to the north of Buildings 115 and 115A and east of Building 199 will be paved with bituminous.
- c. The existing bituminous paved areas on the site will be cleaned, cracks sealed, and a new bituminous surface course provided.

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2. Site Utilities
 - a. Water Service—To be replaced. Additional fire hydrants to be provided to meet UFC 3-600-01.
 - b. Sanitary Sewer—All work to be done by the user, no work required.
 - c. Natural Gas—Verify loads and capability of existing system to meet the anticipated loads. Replace gas lines, meter and regulators is not adequate to meet loads.
3. Site Features
 - a. Site Fencing—Provide new motorized sliding gates.
 - b. Signage—Provide all new, including new facility sign.
 - c. Landscaping—Landscaping berms are to be provided between the new POV parking lot and the main buildings. Landscaping is an option and is described in Section 01011.

1.4 PROJECT DESCRIPTION – BUILDINGS

- A. Training Center (Refer to Part 5 of this Section 01010 for detailed information)
 1. The existing Training Building is part of a group of 4 inter-connecting buildings (known as Buildings 115, 115A, 198 and 204) equaling approximately 61,100 SF.
 - a. The Training Building (Building 115 and 115a) currently houses offices and administrative spaces, retention offices, classrooms, library, assembly hall, toilets, general storage, and building support functions. The Training Building is approximately 34,500 SF of the facility.
 - b. All interior, non-load bearing partitions can be removed to allow for a modified arrangement of spaces. Refer to 5.2.A and Appendix 'B' for the functional space details.
- B. OMS (Refer to Part 5 of this Section 01010 for detailed information)
 1. The existing OMS Building is contained in Building 198, which is connected to the Training Center. Building 198 is approximately 9,600 SF of the facility and is provided with five maintenance bays, shop offices and a toilet.
 - a. All interior, non-load bearing partitions can be removed to allow for a modified arrangement of spaces. Refer to 5.2.A and Appendix 'B' for the functional space details.
- C. Unit Storage (Refer to Part 5 of this Section 01010 for detailed information)
 1. The existing Unit Storage is contained in Building 204, which is connected to the Training Center. Building 204 contains approximately 16,000 SF of the facility.
 - a. The Unit Storage currently houses unit storage cages, staging area, toilets, two existing arms vaults, a rifle range, and building support functions.

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- b. All interior, non-load bearing partitions shall be removed to allow for a modified arrangement of spaces. Refer to 5.2.A and Appendix 'B' for the functional space details.

PART 2 - REQUEST FOR PROPOSAL (RFP) DESIGN DOCUMENTS

2.1 DOCUMENTS INCLUDED

- A. The following design documents are included as a part of this RFP, as references, to provide information and criteria for the D/B Contractor's completion of the design:
 - 1. The existing drawings of the Caven Point USARC exist on a CD entitled "Caven Point USARC Existing Drawings" which is included as an Appendix to the final RFP. The D/B Contractor is responsible for field verification of the existing drawings before relying on them.
 - 2. The RFP requirements shall be used in conjunction with other information derived from the Referenced Standard Army Guide Documents to define the functional and aesthetic Project Design / Build requirements. The project design as presented in this RFP shall be used without modification, except as allowed herein. The D/B Contractor shall be responsible for the design and coordination necessary to provide a complete and useable facility in accordance with the RFP requirements. The RFP design documents are not intended to be construction documents. It is the D/B Contractor's responsibility to investigate the RFP requirements, including existing field conditions, and independently further develop the design to sufficiently prepare a proposal and later construction documents, with the involvement of their subcontractors and architect/engineers/designers.

PART 3 - GENERAL PROJECT REQUIREMENTS

3.1 GENERAL REQUIREMENTS

- A. This Project consists of design restoration/renovation/construction and demolition of portions of an existing Army Reserve Center complex, affecting all four buildings, site, pavement, and site utilities. The Project shall be designed and constructed using English units of measurement.
- B. The complete RFP package constitutes the Project requirements. The requirements of these documents are minimum standards and may be exceeded by the D/B Contractor. Deviations from the requirements of these documents may be approved if considered by the Government to be in their best interests. The extent of development of these requirements in no way relieves the D/B Contractor from the responsibility for completing the design, construction documentation, and renovation/construction of the facility in conformance with applicable criteria and codes.

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- C. The D/B Contractor shall prepare a 30% Design submittals including, but not limited to, conceptual design drawings. The D/B Contractor's designers shall develop the approved conceptual design in their completion of the 80%, 95% and ultimately the construction documents as required in Specification Section 01021, Design Submission Requirements After Award. Such development shall be consistent with the criteria and acceptable to the Government. All new construction building gross floor areas may not increase in size without Government approval.

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- D. The D/B Contractor shall accommodate minor site and building plan changes by the Government in the early stages of the design process, as a normal part of the design development process. The D/B Contractor may adjust spaces, within the overall and specific function area guidelines, as required or as necessary to provide adequate space for mechanical, electrical and communication spaces. The mechanical and electrical spaces must provide adequate space to safely and efficiently accommodate equipment operation and maintenance and replacement. Clearance around electrical equipment shall be in accordance with Article 110 of the NEC. Provide separate environmentally controlled spaces for telecommunication equipment.
- E. The Technical Specifications Divisions 2 through 16 is provided in outline format. They shall be utilized as design criteria and minimum standards for the corresponding renovation/construction work, and shall be met or exceeded unless the D/B Contractor obtains specific Government approval for proposed reductions. These outline specifications contained in this package serve as a guide. The intent is to convey the Government's minimum requirements and level of established quality. The D/B Contractor is to maximize the use of product cut sheets and notes placed on design drawings, identifying significant elements and equipment designations. All sections provided may not be used, and the D/B Contractor's architect/engineers/designers shall provide to their subcontractors any additional direction or specification items or sections if necessitated by their final design or RFP requirements. The standards referenced in the outline specification establish minimum requirements for the final construction.
- F. Where Technical Specification Sections are more complete, these represent the Government's more exact preferences for this project. The D/B Contractor's architect/engineers/designers must still take complete responsibility for the design and specification of the project, and shall satisfy themselves that these sections are complete and suitable for reference by the subcontractors. Outline specification sections are from the typical Government Unified Facility Guides Specifications (UFGS) or from AIA RPX, with adaptations to reflect Army Reserve-approved approaches and products. They shall be used as the basis for selection of construction materials, products, and systems.
- G. The D/B Contractor's architect/engineers/designers shall present drawings, material "cut sheets", design analysis and Structural Interior Design (SID) that will present enough information to satisfy the design submittals requested for Government approval. The individual drawings for all disciplines other than interior design shall adhere to the WI 06-01-02, Louisville District Design Guide (LDDG). The interior design drawings are to adhere to the MDS submittal requirements rather than the LDDG submittal requirements.
- H. Products and materials shall be specified directly on the drawings or in a product cut-sheet notebook that shall be provided in a comprehensive Construction Specifications Institute

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(CSI) format. The D/B contractor's brand and model selections, where appropriate, shall be specifically stated. The D/B Contractor shall follow the manufacturer's installation requirements and adhere to standard construction practices. If during the course of construction, there is a need to deviate from the products and materials specified on the D/B drawings or product cut-sheet notebook, the D/B Contractor shall indicate the new products to be used, furnish the appropriate product data and verify with the Architect / Engineer / Designer that these new products meet or exceed the Modular Design System (MDS) standards as embodied in UFC 4-171-05 Design: Guide for Army Reserve Facilities, dated 1 Nov 2003. The Contracting Officer for the Government shall have final approval authority for deviation of products.

- I. The D/B Contractor is responsible for the design, specification, coordination, purchase and installation of the project fixtures and equipment, unless noted as Government-furnished, Government-installed (GFGI).
- J. The D/B Contractor's interior designer shall develop the Comprehensive Interior Design (CID) Furniture packaged outlined in Appendix G. The furniture package shall be Government Furnished/Government Installed (GFGI). The contractor is responsible for coordination of installation with existing and new building utilities and associated subcontractors.
- K. The D/B Contractor's architect / interior designer shall develop the final palette of colors and materials for the building's interior and exterior, and shall coordinated selections throughout design. The D/B Contractor's interior designer is also to be responsible for the design, layout, color, finish, material and fabric selection of the facility's furniture package, which may be procured and installed by the Government. The D/B Contractor is also responsible for the electrical connections and telephone / data distribution with the systems furniture workstations. The palette of colors and materials shall be submitted and reviewed by the client/end users per the submittal matrix provided by the project manager using the MDS Design Process and Submittal Requirements for Structural Interior Design (SID).
- L. The D/B Contractor is responsible for coordinating work associated with the connection of power and communications to the panel-based systems furniture workstations and/or the metal desk-based furniture once it is installed. The D/B Contractor's interior designer shall base and/or closely align the design of the office and unit common workstation furniture on previous studies conducted by the Louisville District COE as detailed in Appendix "G" of this Section 01010 and in UFC 4-171-05 Design: Guide for Army Reserve Facilities, dated 1 Nov 2003. All materials, fixtures, equipment, systems, etc. to be used in the construction of this project shall be new, and purchased for the purpose of constructing this facility.

3.2 APPLICABLE CODES AND CRITERIA

- A. In order for a facility to be occupied by Department of Defense personnel, the design and construction must meet specific requirements. The Government's primary guidance on building codes, fire protection and life safety is UFC 1-200-01, 31 July 2002, "Design: General Building Requirements". Design and construction of AR real property improvements shall comply with UFC 1-200-01 and shall comply with the specific applicable requirements of IBC, NFPA 101, UFC 3-600-01 and other commercial codes and standards that are referenced in UFC 1-200-01. The D/B Contractor shall complete a Fire Protection/Life Safety Code Submittal for the project to demonstrate compliance. Refer to

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the Appendix D of this Section 01010 for a copy “Draft” of the Government format for Fire Protection/Life Safety Code Submittal.

1. The D/B Contractor and their architect/engineer/designer will be the Architect/Engineer of Record for this project. The D/B Contractor’s building design will need to address how they will deal with the applicable code requirements. Compliance of existing construction to remain shall be in accordance with Life Safety Code for “Existing Buildings”. New work and features shall comply with new construction requirements.
- B. Design and construction of AR real property improvements shall also comply with the requirements of this document and with the current edition of the industry and Federal Government standards listed in the following table. Where UFC 1-200-01 or any other Federal Government standard refers to other Federal Government standards not listed in the following table, the standards not listed do not apply.
- C. Some state and local code and regulatory agencies may not have jurisdiction over Federal Government construction on Federal property. The design and construction of AR real property improvements shall comply with all current and applicable State of New Jersey and local City of Jersey City and Hudson County codes, and with all other applicable laws and regulations governing development, design and construction at the site.
- D. Where any of the applicable requirements conflict, the most stringent shall govern. In no case shall building code, fire protection and life safety requirements be reduced below those required in UFC 1-200-01 and this document.

All Design Disciplines	
ADA-AG	Americans with Disabilities Act – Accessibility Guidelines
AR 190-11	Physical Security of Weapons, Ammunition, and Explosives
ASHRAE 90.1-2001	Energy Standard for Buildings Except Low-Rise Residential Buildings
IBC	International Building Code, 2000
IMC	International Mechanical Code 2000
UFC 1-200-01	Design: General Building Requirements
UFC 3-310-01	Load Assumptions for Buildings, 2000
UFC 3-400-01	Design: Energy Conservation
UFC 3-600-01	Fire Protection Engineering for Facilities
UFC 4-010-01	Department of Defense Minimum Antiterrorism Standards for Buildings, dated 8 October 2003
UFC 4-171-05	Design: Guide for Army Reserve Facilities, dated 1 November 2003
UFAS	Uniform Federal Accessibility Standards, 1984
ASCE 7-98	Minimum Design Loads for Buildings and Other Structures
ECB 2003-20	Engineering and Construction Bulletin, Sustainable Project Rating Tool
NFPA 30A	Code for Motor Fuel Dispensing Facilities and Repair Garages, dated 7 August 2003

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NFPA 101	Life Safety Code 2003 Edition
MDS	Modular Design System: USAR Design Process and Submittal Requirements See web site: http://bc.cecer.army.mil/mds/
WI 06-01-02	Louisville District Design Guide (LDDG) 2 Feb 1995 with updates thru Rev. 3. http://www.lrl.usace.army.mil/ed/lddg.pdf
SPiRiT v. 1.4.1	Sustainable Project Rating Tool www.cecer.army.mil/SustDesign
WI-06-01-02	Louisville District Design Guide (LDDG), 2 Feb 1995, with changes through Rev 3 http://www.lrl.usace.army.mil/ed/LDDG.pdf
* All standards referenced in the outline specifications of this RFP.	
Civil/Site	
TM 5-822-2	General Provisions and Geometric Design for Roads, Streets, Walks and Open Storage Areas
TM 5-822-5	Pavement Design for Roads, Streets, Walks and Open Storage Areas
TM 5-822-7	Standard Practice for Concrete Pavements
TM 5-822-8	Bituminous Pavements: Standard Practice
No number	State of New Jersey Department of Transportation
Architectural/Interior Design	
AR 190-51	Security of Unclassified Army Property
ASHRAE Standard 90.1-2001	Standard 90.1-2001 -- Energy Standard for Buildings Except Low-Rise Residential Buildings (Continuous Maintenance Standard)
* Those listed under "All Design Disciplines" above.	
Structural	
ACI 318	American Concrete Institute - Building Code Requirements for Reinforced Concrete, 1999
AISC 316	American Institute of Steel Construction - ASD Manual of Steel Construction, Ninth Edition
AISC 325	American Institute of Steel Construction - LRFD Manual of Steel Construction, Vol. 1 & 2, Third Edition
AISI	Cold Formed Design Manual, 1999
NDS	National Design Specification for Wood Construction, 1997 Edition
TI 809-05	Seismic Evaluation and Rehabilitation for Buildings
FEMA 310	Handbook for the Seismic Evaluation of Buildings – A Prestandard
FEMA 356	Prestandard and Commentary for the Seismic Rehabilitation of Buildings
ICSSC RP6	Standards of Seismic Safety for Existing Federally Owned and Leased Buildings, January 2002
* Those listed under "All Design	

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Disciplines” above.	
Mechanical/Plumbing	
UFC 3-400-02 28 February 2003	Engineering Weather Data
NFPA 13	Standard for the Installation of Sprinkler Systems 2002 Edition
NFPA 14	Standard for the Installation of Standpipe and Hose Systems 2003 Edition
NFPA 17A	Standard for Wet Chemical Extinguishing Systems 2002 Edition
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection 2003 Edition
NFPA22	Standard for Water Tanks for Private Fire Protection 2003 Edition
NFPA 24	Standard for the Installation of Private Fire Service Mains and Their Appurtenances 2002 Edition
NFPA 90A	Standard for the Installation of Air-Conditioning and Ventilating Systems 2002 Edition
NFPA 54	ANSI Z223.12002 National Fuel Gas Code 2002 Edi- tion
NFPA 96	Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
ANSI/ASHRAE 15-1994 (Latest Edition)	Standard 15-2001 -- Safety Standard for Refrigeration Systems (Continuous Maintenance Standard)
ASHRAE Standard 62-2001 (Latest Edition)	Ventilation for Acceptable Indoor Air Quality
IPC	International Plumbing Code 2000 Edition
* Those listed under “All Design Disciplines” above.	
Electrical	
EIA/TIA 568-B Parts 1 and 2, 20001	Commercial Building Telecommunications Cabling Standard
EIA/TIA 569-A, 2001	Commercial Building Standard for Telecommunica- tions Pathways and Spaces
EIA/TIA 606, 1996	Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
EIA/TIA 607, 2002	Commercial Building Grounding/Bonding Require- ments Standards
NFPA 70	National Electrical Code® 2002 Edition
NFPA 72	National Fire Alarm Code® 2002 Edition
NFPA 101	Life Safety Code 2003 Edition
ANSI A17.1	Elevator Code
ANSI C2	National Electrical Safety Code 2002 Edition
MIL HDBK 1012/3	Telecommunications Premises Distribution - Plan- ning, Design, and Estimating
UFC 4-021-01	Design and O&M: Mass Notification Systems
* Those listed under “All Design Disciplines” above.	

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Landscape Architecture	
Those listed under “All Design Disciplines” above.	

- E. The primary criteria and guidance for detailed design of Army Reserve Training Centers is UFC 4-171-05 Design: Guide for Army Reserve Facilities, dated 1 Nov 2003. The D/B Contractor shall follow the guidance of UFC 4-171-05 in developing the project design, unless this RFP directs otherwise. When the UFC 4-171-05 references Government criteria documents not included in the list above, those criteria do not apply to this project.
- F. The requirements of the International Mechanical Code (IMC) shall apply except as follows. Where conflicts exist between the IMC and the requirements of this document, this document shall govern. Where the IMC references the ICC Electrical Code, the NEC National Electrical Code shall be the applicable code. Where the IMC references the International Gas Code, the NFPA 54 National Fuel Gas Code shall be the applicable code. Where the IMC references the International Fire Code, the National Fire Codes published by the National Fire Protection Association (NFPA) shall be the applicable code. Where the IMC references the International Energy Code, the ASHRAE Standard 90.1 Energy Standard for Buildings – Except Low Rise Residential Buildings shall be the applicable reference.
- G. The Government criteria listed above may be found at the following web sites:
1. TM and UFC – <http://www.hnd.usace.army.mil/techinfo/engpubs.htm>
 2. DG and USAR Design Process and Submittal Requirements – <http://bc.cecer.army.mil/mds/>
 3. AR — search using the first 3 digits following the AR designation. – www.usapa.army.mil/USAPA_PUB_search_P.asp
- H. Energy and Resources Conserving Features – Public Law 102-486, Executive Order 13123, and Federal Regulations 10 CFR 435 require Federal buildings to be designed and constructed to reduce energy consumption in a life-cycle, cost-effective manner using renewable energy sources when economical. Products designed to conserve energy and resources by controlling the amounts of consumed energy or by operating at increased efficiencies shall be considered.
- I. Energy conservation techniques shall be considered as they relate to site design, site engineering, building design, and building engineering. Techniques that conserve energy, improve functionality, and can be justified by life cycle cost analysis as cost effective are encouraged. Integration of energy conservation systems with the building design (lighting, structure, mechanical systems, and aesthetics) is essential to facilitate functionality and maximum energy savings.
- J. Sustainable Design – This project shall incorporate as many SPiRiT points as possible during the design of this renovation. The D/B Contractor shall discuss possible SPiRiT points in a “SPiRiT Design Analysis” which shall be an Appendix to the written Design Analysis requirements. The D/B Contractor will design this project to achieve a “Bronze” level in the SPiRiT rating system.
- K. Accessibility – Design and renovation/construction must comply with ADA-AG and UFAS.

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PART 4 - SITE/CIVIL DESIGN AND CONSTRUCTION REQUIREMENTS

4.1 GENERAL

- A. This section identifies the items required for the site/civil evaluation, repair, modification, rehabilitation and replacement. This does not preclude the D/B Contractor from making improvements to the design so long as such improvements are consistent with the criteria herein and acceptable to the Government. Items requiring work are presented in general descriptive form herein. The D/B Contractor shall finalize elements of the design including exact dimensions and materials to be incorporated in the construction. Irrespective of whether or not a particular item in the Part 4 text is specifically mentioned as a responsibility of the D/B Contractor, the D/B Contractor shall be responsible for its design and construction.

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4.2 FIELD VERIFICATION OF EXISTING CONDITIONS

- A. The Boundary and Topographic survey and Utility surveys and verification have currently not been conducted and are the requirement of the D/B Contractor. A geotechnical survey and report has been included as Appendix J. The D/B Contractor is responsible for field verifying the existing conditions before starting work. Additional topographic and geotechnical surveys are the responsibility of the D/B Contractor.
- B. The D/B Contractor shall obtain additional geotechnical investigation as necessary to establish soil characteristics for:
 - 1. Additions (if any) to the Training Buildings or OMS
 - 2. MEP parking areas, POV parking area
 - 3. Utilities
 - 4. Drainage systems—NOT USED
 - 5. Cathodic protection design, if required, for new fire protection water service, water service, and other metallic buried piping and conduit systems.
 - 6. Seismic design
- C. The D/B Contractor and their architect/engineers/designers shall be responsible for investigating the existing site conditions and issues that are encountered during the design and construction process. The architect/engineers/designers of record shall be responsible for providing guidance to the D/B Contractor for the resolution of all such issues. The D/B Contractor shall provide notice to the Government of any such issues prior to proceeding with sufficient time to avoid or minimize cost or schedule impacts.
- D. The D/B Contractor and their architect/engineers/designers of record shall be responsible for verifying the condition, location and capacity of water, sanitary sewer and natural gas utilities necessary for this project. The D/B Contractor and their architect /engineers/ designers of record shall further verify and submit a report to the Contracting Officer that all utilities as noted above will meet the requirements for this project.
 - 1. Water Service – The D/B Contractor is responsible for upgrading and replacing the existing exterior water system. The system is owned and maintained by the Caven

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Point USARC. Water is supplied to the site through a 16 inch looped water main from United Water from Jersey City. There are two fire hydrants, one fire sprinkler PIV, and several water valves located on the site. The size, location and condition of the existing on-site water lines are unknown. The user of the Caven Point USARC has complained of odors and discoloration of the building water supply. The D/B Contractor will be responsible for verifying the size, location, capacity and adequacy of the existing system. It is assumed that all the existing on-site water system will be replaced. A water supply flow test has been performed and is included as Appendix E. The existing system is in excess of 50 years old: Refer to paragraph 4.10 of this Section for additional information and requirements.

2. Sanitary Sewer—The existing on-site sanitary sewer system consists of building service laterals, cleanouts, manholes and sewer lines all draining to a sewage pump station located in the southwest corner of the site. The sewage is pumped through a force main along Caven Point Road where it discharges into the sewage collection and treatment system operated by Jersey City, New Jersey. The user has agreed to replace the sanitary sewer system and no additional work is required.
3. Natural Gas—Natural gas is supplied to the Caven Point USARC from off-site distribution mains from Public Service Electric & Gas Company. The gas service was installed at Caven Point approximately 11 years ago. The gas meter and regulator are located in the front center portion of the Training Building. The location, size and material types of the gas main are unknown. The D/B Contractor shall verify the location, size and adequacy of the existing on-site gas system. Refer to paragraph 4.13 of this Section for additional information and requirements.

- E. The Government's primary guidance on physical security is Unified Facility Criteria (UFC) 4-010-01, DoD Minimum Antiterrorism Standards for Buildings, dated 8 October 2003. Site and building design shall comply with its requirements. The threat assessment for the site has not been provided, but is assumed to be "low." The existing POV parking lot does not meet current DoD AT/FP standards and must be moved away from the Training Building. A complete new POV parking lot to accommodate a minimum of 160 parking spaces shall be provided and shall meet the DoD Minimum Antiterrorism Standards.

4.3 SITE DEVELOPMENT COMPLIANCE REQUIREMENTS

- A. The D/B Contractor will ensure that the site development and all work comply with the applicable, Federal, State, and County requirements.

4.4 DESIGN / BUILD (D/B) CONTRACTOR'S USE OF THE SITE

- A. Training Center and POV Area - Except as required for utility service provider access, and for observation and oversight by the AR, COE and any possible local regulatory officials, the D/B Contractor shall have complete use of the Training Center building, the attached OMS and Unit Storage wings and the POV portion of the site. The D/B Contractor will coordinate his activities with those of the Army Reserve.
- B. OMS Building and MEP Area - Except as required for utility service provider access, and for observation and oversight by the AR, COE and any possible local regulatory officials, the D/B Contractor shall have complete use of the OMS building and the MEP area. The D/B Contractor will coordinate his activities with those of the Army Reserve.

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4.5 HAZARDOUS MATERIALS

- A. If known or suspected hazardous materials are discovered in the course of design or construction, the D/B Contractor shall immediately notify the Government, suspend work in the area of the hazardous materials, and await the Contracting Officer's direction.
- B. The D/B Contractor shall request that the Government supply the reports and abatement records to date.
- C. The existing gravel MEP parking area along the western portion of the site adjacent to Caven Point Road contains old asbestos shingle construction demolition debris. This material shall not be excavated or removed from the project site.

4.6 SITE DEMOLITION

- A. It is anticipated that the majority of the demolition will be incidental to and as necessary to further the restoration works.
- B. Demolition associated with the removal and replacement of the exterior water system is required, including valves and fire hydrants.
- C. Minor fence demolition is required for the new entrances to the facility.
- D. The existing wash rack is to be removed and replaced as an option to this RFP. Refer to Section 01011 for the Options and their descriptions.

4.7 SITE PLANNING

- A. The existing Caven Point USARC site has already been developed fully, however some minor revisions are required. At present, all traffic enters and exits the facility by a single access near the southwest corner of the facility off of Pier Road. In order to separate the MEP traffic and the POV traffic, as well as meet current AT/FP requirements, the existing Pier Road access will be for MEP traffic entering and leaving the site. This entrance will normally be closed. A new motor operator will be added to the existing sliding gate, and a remote keypad gate operator and intercom will be provided. A new second entrance for POV traffic will be provided east of the existing entrance off Pier Road. A portion of the existing fence along Pier Road will be removed and new gates and fencing will be provided. This entrance will normally be open during normal working hours and closed each evening. Remote keypad operators and intercom will also be provided for this gate.
- B. The new entrance off Pier Road must be coordinated with and approved by Jersey City.
- C. The D-B Contractor will confirm with the Army Reserve the current analysis that the existing division of the site between MEP and POV is suitable for the future and that no expansion of the site's area at present under asphalt is required. The D/B Contractor shall

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provide POV parking for a minimum of 80% of the largest drill weekend and will confirm the actual number of parking spaces with the Army Reserve.

- D. The restoration is to conform to UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings.
- E. The site must meet current ADA and handicap accessible requirements.

4.8 PAVING AND SIDEWALKS

- A. At present the site is accessed from a single un-manned gate off Pier Road near the southwest corner of the Caven Point USARC. Existing POV parking is along the front of the entire southern side of the training building. Existing MEP parking is provided in several gravel and bituminous lots along the western and northern portions of the site. The existing MEP lots generally have interior fencing and gates limiting access to the lots.
 - 1. All the site asphalt to remain shall be milled if needed, cleaned, cracks sealed and provided with a bituminous overlay. The intent is to provide a 30-year lifetime for the resulting asphalt pavement. This asphalt shall be striped for parking of military vehicles based upon layouts provided by the Army Reserve.
 - 2. The existing gravel fenced MEP lot along the western border of the site adjacent to Caven Point Road will not be disturbed. The existing gravel is contaminated with remnants of asbestos shingles and cannot be excavated and the material cannot be removed from the site.
 - 3. The existing gravel MEP lot in the rear (northern) portion of the facility and east of Building 199 will be provided with new stone base and bituminous surface.
 - 4. A new reinforced concrete apron will be provided along the western side of the existing OMS Vehicle Maintenance Building.
 - 5. A new bituminous paved POV parking lot will be provided in the vacant grassy area in the southeastern portion of the site adjacent to Pier Road. A new sidewalk will be provided along the edge of the parking lot. New nine inch high concrete curb will be provided along the edge of the parking lot to serve as a barrier between the POV lot and the Training Building. The POV parking lot will be striped. Handicap accessible parking spaces, signs, and pavement markings will be provided.
 - 6. A portion of the existing parking along the front of the Training Building will be removed. The area between the new POV parking lot and the existing Training Building will be provided with raised landscape berms.
 - 7. Where necessary to create proper drainage, the site shall be regraded and the asphalt replaced entirely.
 - 8. Where disturbed by new utilities trenching, the site shall be regraded and the asphalt replaced entirely.
- B. **OPTION:** A new bi-level concrete MDS standard loading ramp shall be provided as an Option to this RFP in the rear MEP parking lot. Refer to Section 01011 for Option descriptions and requirements.
- C. The existing sidewalks and exit stoops are to be replaced and where necessary new ones to suit the access patterns between the parking and the buildings will be installed.
- D. An ADA/UFAS standard handicap access route between the POV and the entrance is to be provided, along with sufficient signed handicap accessible parking spaces.

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- E. OPTION: A concrete pad for a mobile kitchen shall be provided as an Option to this RFP. Refer to Section 01011 for additional requirements.

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4.9 GRADING AND DRAINAGE

- A. Portions of the existing site are very poorly drained with standing water after rainfall events. The current overall site drainage pattern within the paved portions of the site collects the runoff in catch basins that direct the storm drainage to the northern end of the site into an adjacent swampy, wetland area. Areas in the southeastern portion of the site along Pier Road drain easterly to the adjacent development. Drainage from this area is very poor.
- B. The restoration of this facility will be addressed by the user of the facility and no additional work is required except to connect the rout downspouts to the storm drain system.
- C. Some of the existing curb inlets surrounding the training building are in disrepair. All inlets shall be either replaced or inspected and repaired. The D/B Contractor will implement the storm water quantity and quality requirements of the authority having jurisdiction. 77th will address.
- D. The D/B Contractor will ensure that all downspouts are connected to the storm drainage system.

#3

4.10 WATER SUPPLY

- A. **An inspection of and report on the potable water system is provided as Attachment E to this section 01010.** The D/B Contractor will determine the fire protection requirements for the site and buildings and provide a water system with the pressure and the flow rate sufficient to meet the requirements, see paragraph 5.4F of this Section. **Water storage requirements if any are to be determined by the DB Contractor.** All the water piping on-site and the fire hydrants will be replaced and fire service lines to the buildings will be installed. The design of the potable and fire service lines will be such that the operation of one does not cause the other to fail. Furthermore the design will incorporate devices such as RPZ backflow preventers so as to isolate the potable water from the fire service water.

#2

4.11 SANITARY SEWER ALL WORK BY 77TH

- A. All the existing sanitary sewage pipes on site between the buildings and the sewage pump station will be replaced. The sewage pump station shall also be replaced. The D/B Contractor will determine the average flow rates of the existing sewer system by performing draw-down tests on the existing pump station, and metering the pumps to determine how long and how many cycles per day are being used. Sewers shall be designed in accordance

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with TM 5-814-1. Force mains and the pump station shall be designed in accordance with TM 5-814-2.

- B. There is an existing two-space wash rack on the western portion of the site near the OMS maintenance portion of the building. The wash rack and adjacent oil/water separator will be replaced as an Option to this RFP. Refer to Section 01011 for additional descriptions and requirements.

4.12 SITE ELECTRICAL POWER AND LIGHTING

- A. The D/B Contractor will verify the condition of the site electrical power system and implement such works as necessary to ensure its compliance with the relevant codes and regulations. The D/B Contractor shall verify and ensure that the condition, location, and capacity of the electrical power system is adequate for the facility. The contractor shall coordinate all electrical service requirements with PSE&G. The 3 incoming secondary feeds from the 500kva pad-mount transformer shall be demolished. A new secondary service shall be extended into the building from PSE&G's service transformer. If multiple services are provided, all provisions in the National Electrical Code for multiple services must be met and coordinated with PSE&G. Contractor shall submit a load summary (in a PSE&G approved format) to PSE&G and shall coordinate connections to the existing transformer, or new transformer in the existing location, or a new transformer in a new location, per PSE&G direction. Contractor shall contact PSE&G prior to bid and shall pay all fees associated for service.
- B. All the existing site lighting is to be removed and replaced with new lighting to current Army Reserve Design Guide standards and levels. Additional lighting may be required to meet the Army Reserve Design Guide criteria. The site lighting will be designed and constructed so that "light trespass" and disturbance to the facility's neighbors is minimized by the use of techniques such as placing the lights on the perimeter and directing them to point inward.
- C. The existing sliding gate off of Pier Road for MEP parking shall be equipped with a motor operator, along with a remote keypad gate operator (at gate pedestal) and intercom (at gate pedestal and in the building), and a gate release push button adjacent to the interior intercom station. A new second entrance for POV traffic will be provided east of the existing entrance off Pier Road and it will be equipped with a motor operator, remote keypad operator and intercom. The D/B Contractor shall provide power to the gate motor operator and shall provide controls conduit, wire, and power (as required) for the remote keypad and intercom. The D/B Contractor shall also provide loop detectors and wiring between loop detector and motor operator. The D/B Contractor shall coordinate location of interior intercom and push button with the owner.
- D. The existing flagpole at the entrance to the Training Facility shall be lighted with industry standard flagpole lighting fixtures, such as, in-grade or small spot flood types.
- E. Demolish existing electrical service to the existing Lift Station and replace with a new electric service to handle load of new lift station.

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4.13 NATURAL GAS

- A. The D/B Contractor will verify the heating loads of the facility. The D/B Contractor shall contact Public Service Electric & Gas to determine size of line and pressure to the building. The D/B Contractor shall verify the size and pressure to the facility is adequate for the anticipated loads. If not, the lines shall be replaced.
- B. The D/B Contractor shall ask the Army Reserve to provide a copy of the documentation for the heating oil tanks that were removed after the natural gas was installed. The gas regulator outside the training building's mechanical room presents an unattractive appearance and shall be either relocated or screened. Screening shall be an attractive painted wood or brick wall placed in front of meter/regulator so that they are completely hidden.

4.14 FENCING

- A. The existing chain link fence appears to be positioned on the property boundary of the site. The existing fence and gate along Pier Road shall be maintained. A new motor operator will be provided for the sliding gate. A remote keypad and intercom will be provided at the gate.
- B. A new motorized sliding gate will be provided along Pier Road for the new POV parking lot. The new gate will be provided with a keypad operator and intercom.
- C. The existing fence perimeter fence is assumed to be adequate and will not be replaced except as noted above.

#2

4.15 LANDSCAPING

- A. For ease of maintenance turf grass is the preferred cover for all soil areas, although landscape material chosen shall conform to UFC 4-010-01 DoD Minimum Antiterrorism Standards. This will include groundcovers, perennials, and low-growing shrubs. Except for turf grass, all landscaping shall be an Option to this RFP. Refer to Section 01011 for additional requirements for landscaping option. All landscape items shall be low-maintenance and not cause any unnecessary maintenance burden for their proper care and cleanup. Raised landscaped berms will be provided between the POV parking lot and the Training Building to better provide a buffer area for aesthetics as well as antiterrorism protection.
- B. The D/B Contractor will provide at least two screened dumpsters on concrete pads, consideration shall be given to access from the kitchen, access by the garbage removal truck, aesthetics, and UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings.
- C. The facility sign is to meet the current standard. The facility sign shall be of materials coordinating with the exterior materials of the existing buildings. Refer to Appendix L for sketch of facility sign. Minimal landscaping shall be provided around the base of the new sign.

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4.16 ENVIRONMENTAL PERMITS/REGULATORY REQUIREMENTS

- A. Permits shall be the responsibility of the D/B Contractor.
- B. The D/B Contractor will be responsible for obtaining all permits, fulfilling the regulatory requirements, paying fees and providing and completing a permit chart.
- C. The D/B Contractor shall ask the Government to supply the reports containing the removal of the underground oil tanks from the site.

PART 5 - GENERAL DESIGN AND CONSTRUCTION REQUIREMENTS

5.1 GENERAL CRITERIA

- A. This RFP presents a scope of work along with space requirements and references to the Army Reserve guidelines having the approval of the Government. This does not preclude the D/B Contractor from making improvements to the design as long as such improvements are consistent with the criteria and acceptable to the Government. The D/B Contractor shall utilize this RFP to create design drawings leading to Contract Documents.
- B. This RFP and its referenced documents define the necessary criteria to plan, design and renovate this existing Army Reserve Training Center facility. Functional space requirements, including general lighting, power, tempered air requirements, and finishes, are contained in UFC 4-171-05 Design: Guide for Army Reserve Facilities. The D/B Contractor's architect/designers shall adapt these to the design and final construction documents and the floor and furniture plan layouts.
- C. Design documents shall be produced using AutoCAD, version to be determined by 77th RRC. Any and all translations are the responsibility of the designers, and the designers must have in place a Quality Control procedure to assure the translations are complete and accurate and meet the current technology of CADD. If translations are used, all drawings for the submittals shall be plotted from the translated files.
- D. The outline technical specification divisions 2 through 16 shall be used as the basis for renovation/construction products. The D/B Contractor's architect/designers shall address as per Article GENERAL REQUIREMENTS of this Section.
- E. The D/B Contractor's architect/interior designers shall develop a Comprehensive Interior Design (CID), which includes both Structural Interior Design (SID) and finishes, patterns and colors for furnishings, for approval by the Government. The SID finish and color palette shall include exterior and interior finish, patterns, colors and specialty items, including doors and doorframes, and shall be coordinated with the CID furnishing finishes, patterns and colors.
- F. Functional space requirements are noted in Article ARCHITECTURAL below; the D/B Contractor's architect/designer shall coordinate the layout with the Government. The D/B Contractor shall develop a new plan layout in conformance with the requirements of this RFP and UFC 4-171-05, for the approval of the Government.

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- G. Provide the design and finishes for furniture in all spaces as per Article GENERAL REQUIREMENTS of this Section 01010; Appendix G to this Section 01010: and as posted on the MDS web site.
- H. Where the D/B Contractor is to provide schedules, labeling or key plans (for signage, door hardware lockset keying, electrical panel schedules, communications/data wiring, etc.), the D/B Contractor shall use final room numbers if different from the Construction Document room numbers.
- I. Provide ADA access at entrance to Building 115A, Training Building
 - 1. Provide ramp complying with ADA and IBC
 - 2. Ramp shall compliment the present entry
 - 3. Ramp shall not alter the current function of the entry
- J. Addition of an Elevator and Elevator Machine Room to Training Building
 - 1. Comply with ADA
 - 2. Elevator to be dual-use freight/passenger.
 - 3. Shall be located on the East side of connector between buildings 115 & 115A. Exact location to be determined by the D-B Contractor.
- K. Provide an additional emergency exit stair to meet IBC and Life Safety Code
 - 1. Provide covered exterior metal stair, handrails and guardrails.
 - 2. Install metal door to access the new stair.
 - 3. Access shall be from corridor 222.
 - 4. The stair shall be located on East side of building 115.
 - 5. Storage room 212 shall become the path of egress to exit stair.
 - 6. The interior door to storage room 212 shall be removed.
 - 7. Protect roof of existing corridor 119 during construction.

#2

- L. Exterior Design
 - 1. Patch and repair all areas of E.I.F.S. that has been damaged.
 - 2. Clean the exterior wall surfaces of all foreign substances including mold and mildew and treat for the prevention of future mold and mildew per manufacturers requirements.
 - 3. Replace sealant at the joints between all E.I.F.S. panels.
 - 4. Reseal joints in all control and expansion joints.
 - 5. Clean and reseal existing glass block.
 - 6. Remove overhead doors as identified in Functional Space Requirements table. Infill with wall system consisting of CMU backup faced with E.I.F.S. Infill shall be as seamless as possible.
 - 7. OPTION: The contractor shall redesign the entrance of building 115 as an Option to this RFP. Refer to Section 01011 for additional requirements.
 - 8. Clean and repaint existing mechanical boiler stacks. If new boilers are to be used and the stacks are determined not needed, then the contractor is to cap off the boiler stacks.
 - 9. The D/B Contractor is to update the exterior façade of the existing facility to reflect the architectural imagery of the new buildings in the area. The new exterior design shall use different layers, thicknesses, reveals and or colors to achieve the desired effect. The new exterior façade will be the design of the D/B Contractor but will be approved by the C.O.E. Representative and a representative of the 77th RRC. D/B

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Contractor is to provide in the proposal a proposed elevation and write-up describing the materials to be used on the new exterior design.

10. The existing flagpole shall be cleaned of corrosion and discolorization. The appropriate restoration method shall be based on the material, location and manufacturers' recommendations.

#2

M. Roof:

1. Remove existing roof membrane & insulation on Buildings 198 and 204. The existing roof deck on Buildings 198 and 204 shall remain. Clean and patch roof deck as needed to receive new insulation and roof membrane. Provide new 2 ply modified roof system including new insulation to existing roof deck. The new roof insulation system shall be comprised of (2) layers of 2 ½" thick insulation board each having a minimum R-Value of 15.
2. Remove existing roof membrane, insulation and roof deck on Building 115 and 115A. Provide new 2 ply modified roof system including new insulation to existing roof deck. The new roof insulation system shall be comprised of (2) layers of 2 ½" thick insulation board each having a minimum R-Value of 15.
3. Remove all existing collector heads gutters and downspouts. Provide new collector heads, gutters and downspouts on all buildings.
4. OPTION: The contractor shall provide a pitched, asphalt, shingled roof for buildings 115, 198 and 204 as an Option to this RFP. Refer to Section 01011 for additional requirements.

N. Existing Doors and Door Frames

1. Exterior Doors - All exterior doors and associated door hardware are to be replaced on all of the buildings of this facility.
2. Replace all overhead doors, unless otherwise noted. Provide new electric door operators for each new overhead door and new bollards at the corners of the door openings.
3. All interior doors, door frames and associated door hardware shall be replaced with new solid core wood doors and metal frames. Door hardware shall be of consistent style and finish throughout the facility and comply with ADA standards. Glass lights shall be utilized where appropriate. The door on the Arms Vault shall remain in use.

#2

4. Card Key System – A card key system shall be provided at the following new door locations: Training Center Vestibule 1, Vestibule 2, Vestibule 3 and OMS Building Office S-6. The card key system shall conform to the 77th RRC requirements. The card key system should also be compatible with the front gate electric control.
5. Door Contact Switches – Shall be provided at all exterior and overhead door locations and shall report to the Card Key System.
6. Cylinders – All lock cylinders are to be Best Lock and conform to the existing 77th RRC facility standards.

O. Windows

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1. Replace all windows, unless noted otherwise.
2. Replacement Windows shall comply with DoD Minimum Antiterrorism Standards for Buildings.
3. Replacement Windows shall comply with current energy standards.
4. Weather stripping – All existing weather stripping shall be removed and replaced with new, complying with the manufacturer's installation recommendations.
5. Window Sills – All existing windowsills shall be removed and replaced with new solid surface material, Corian, or equal.
6. Window Blinds – All windows shall be provided with new 1" aluminum horizontal blinds.

#2

P. Interior Renovation

1. Completely remove all interior materials including but not limited to systems furniture partitions, VCT, ACT, grid system for ceiling tile, interior doors and frames, wall base, windowsills and light fixtures.
2. Replace acoustical ceiling system with new ACT and grid system throughout. Install ACT and grid system in assembly hall.
3. Remove existing specialty items and install new items as required in this document such as building directories, marker boards, bulletin boards, chalk boards, Army and/or unit plaques, etc in location determined by the Interior Designer for the D/B Contractor. Remove any framed photos, re-mat, and frame as needed and re-install in the location decided by the Interior Designer for the Contractor.
4. Evaluate existing hard ceilings for moisture related damage. If damage is not detected, patch, repair and paint existing hard ceilings with a latex semi-gloss paint. If damage is detected, ceilings shall be replaced with cement board if located in restroom and drywall for other locations. All replacement hard ceilings shall be finished and painted with a latex semi-gloss paint.
5. Exposed ceilings containing metal deck and joists shall receive a fresh coat of paint. All exposed wood surfaces including ceiling, deck, and joists shall be cleaned **of all** foreign substances including mold. Treat wood surfaces for prevention of future mold.
6. Patch, repair and paint existing CMU walls.
7. Tie off electric and cap off plumbing
8. OPTION: The contractor is to provide a complete kitchen as an Option to this RFP. Refer to Section 01011 for additional requirements.
9. OPTION: The contractor shall redesign the entrance/lobby of building 115 as an Option to this RFP. Refer to Section 01011 for additional requirements.

Q. A radon screening was conducted and found to be negligible. Therefore, a radon abatement system is not required.

R. Asbestos & Lead Based Paint Materials

1. The building will be clean of all asbestos materials by the time construction is to start. The 77th has a separate contract for abatement of the asbestos prior to construction.
2. The contractor is responsible for removing materials painted with lead base paint in a safe manner. A lead-based paint survey has been included in this RFP. See Appendix K.

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5.2 ARCHITECTURAL

#2

- A. Individual spaces shall meet the functional and environmental requirements based on the UFC 4-171-05 paragraphs listed in the table below, as well as any applicable code requirements. Requirements, in addition to those stated in the space requirements column, indicating the design paragraphs in UFC 4-171-05 are noted in the Remarks column. The room numbers indicate existing room numbers.

FUNCTIONAL SPACE REQUIREMENTS

Individual Space Requirements			
Room Num.	Space Name	Space Re-quirements	Individual Remarks
	BLDG 115 A TRAINING BUILDING		
101	Classroom	UFC 4.2.13	<ul style="list-style-type: none"> Remove and install a new moveable partition Remove as needed and install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
102	Storage		<ul style="list-style-type: none"> Remove as needed and install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
103	Classroom	UFC 4.2.13	<ul style="list-style-type: none"> Remove and install a new moveable partition Remove as needed and install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
104	Stair	UFC 4.2.47	<ul style="list-style-type: none"> Install rubber stair tread and landing tile Remove and install new handrails and guardrails complying with ADA and Life Safety Standards Refer to PART 5, Article GENERAL CRITERIA
105	Corridor	UFC 4.2.47	<ul style="list-style-type: none"> Remove as needed and install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
106	Stair	UFC 4.2.47	<ul style="list-style-type: none"> Install rubber stair tread and landing tile Remove and install new handrails and guardrails complying with ADA and Life Safety Standards Refer to PART 5, Article GENERAL CRITERIA
107	Corridor	UFC 4.2.47	<ul style="list-style-type: none"> Remove as needed and install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
108	Supply Storage		<ul style="list-style-type: none"> To be divided Remove as needed and install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
108A	Chair Storage	UFC 4.2.9	<ul style="list-style-type: none"> Construct permanent partition walls Size to be approx. 400 S.F. Install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
108B	Education/Classroom	UFC 4.2.13	<ul style="list-style-type: none"> Construct permanent partition walls of gypsum board containing an area of approx. 400 S.F. Provide video conferencing capability Install new carpet tile Refer to PART 5, Article GENERAL CRITERIA
108C	Physical Readiness Rm	UFC 4.2.36	<ul style="list-style-type: none"> Construct permanent partition walls containing an

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Individual Space Requirements			
Room Num.	Space Name	Space Requirements	Individual Remarks
108D	Locker Room	UFC 4.2.41	<ul style="list-style-type: none"> area of approx. 1000 S.F. ○ Add outside entry ○ Install new carpet tile ○ Refer to PART 5, Article GENERAL CRITERIA ○ Construct permanent partition walls ○ Develop plan for new lockers ○ Install new VCT flooring
108E	ADA Unisex toilet	UFC 4.2.40	<ul style="list-style-type: none"> ○ Refer to PART 5, Article GENERAL CRITERIA ○ Installations shall comply with ADA standards ○ Install new toilet, urinal and sink ○ Install new ceramic tile flooring ○ Install new ceramic tile base ○ Install cement board ceiling, paint with latex semi-gloss coating. ○ Install new toilet and urinal partitions. ○ Install new paper towel dispenser & waste disposal ○ Install new electric hand dryer ○ Provide new mirror & soap dispenser ○ Walls shall be finished with ceramic tile or be constructed of glazed CMU
108F	Storage	UFC 4.3.4	<ul style="list-style-type: none"> ○ Refer to PART 5, Article GENERAL CRITERIA ○ Construct permanent partition walls of gypsum board containing the remainder of the area. ○ Install new VCT flooring
109	Assembly Hall	UFC 4.2.8	<ul style="list-style-type: none"> ● Design according to UFC 4.2.8 ● Remove overhead door, East. ● Add (2) single exterior exit only doors on east wall. Separate exits. ● Construct ramp at the northwest corner of the Assembly Hall, comply with ADA and IBC. ● Provide handrails and guardrails complying with ADA and Life Safety Standards. ● Reconfigure existing handrail as necessary to allow access to upper portion of assembly hall ● Provide ACT and grid system throughout space. ● Install new carpet tile ● Refer to PART 5, Article GENERAL CRITERIA
110	Academy Office	UFC 4.2.1	<ul style="list-style-type: none"> ● Remove as needed and install new VCT flooring ● Refer to PART 5, Article GENERAL CRITERIA
111	Storage		<ul style="list-style-type: none"> ● Remove as needed and install new VCT flooring ● Refer to PART 5, Article GENERAL CRITERIA
112	Men's Toilet	UFC 4.2.39	<ul style="list-style-type: none"> ● Remove and install new ceramic tile flooring ● Install new ceramic tile base ● Installations shall comply with ADAAG & UFAS ● Remove and install new plumbing fixtures, refer to

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Individual Space Requirements			
Room Num.	Space Name	Space Re-requirements	Individual Remarks
			mechanical <ul style="list-style-type: none"> Remove and install new toilet and urinal partitions Remove and install new paper towel dispenser & waste disposal Install new electric hand dryer Remove and install new mirrors & soap dispensers Patch, repair and clean existing glazed CMU walls Refer to PART 5, Article GENERAL CRITERIA
113	Stair/Connector between 115A & 115	UFC 4.2.47	<ul style="list-style-type: none"> Construct elevator shaft and elevator machine room, East. Install new elevator with entry off connector 113 Install rubber stair tread covering Remove as needed and install new VCT in corridor Remove and install new handrails and guardrails complying with ADA and Life Safety Standards Refer to PART 5, Article GENERAL CRITERIA
201	Office	UFC 4.2.1	<ul style="list-style-type: none"> Remove VCT as needed Install new carpet tile Refer to PART 5, Article GENERAL CRITERIA
201A	Office	UFC 4.2.1	<ul style="list-style-type: none"> Remove VCT as needed Install carpet tile Refer to PART 5, Article GENERAL CRITERIA
202	Office	UFC 4.2.1	<ul style="list-style-type: none"> Remove VCT as needed Install carpet tile Refer to PART 5, Article GENERAL CRITERIA
203	Office	UFC 4.2.1	<ul style="list-style-type: none"> Remove VCT as needed Install carpet tile Refer to PART 5, Article GENERAL CRITERIA
203A	Office	UFC 4.2.1	<ul style="list-style-type: none"> Remove VCT as needed Install carpet tile Refer to PART 5, Article GENERAL CRITERIA
204	Corridor	UFC 4.2.47	<ul style="list-style-type: none"> Remove as needed and install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
205	Administration Commons	UFC 4.2.3	<ul style="list-style-type: none"> Remove existing non-structure office partition and install new full height (66") modular in configuration similar to existing. Develop workstation layout for 30 to 40 cubicles meeting UFC for remainder of area Remove VCT as needed Install new carpet tile Refer to PART 5, Article GENERAL CRITERIA
206	Stair/Connector between 115A & 115	UFC 4.2.47	<ul style="list-style-type: none"> Construct elevator shaft and elevator machine room, East. Install new elevator with entry off connector 206

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Individual Space Requirements			
Room Num.	Space Name	Space Re-requirements	Individual Remarks
			<ul style="list-style-type: none"> • Install rubber stair tread covering • Remove as needed and install new VCT in corridor • Remove and install new handrails and guardrails complying with ADA and Life Safety Standards • Refer to PART 5, Article GENERAL CRITERIA
	Mail Room	UFC 4.2.6.1	<ul style="list-style-type: none"> • Provide new mail room as described in UFC 4.2.6.1 • Refer to PART 5, Article GENERAL CRITERIA
	Building 115 TRAINING BUILDING		
115	Office	UFC 4.2.1	<ul style="list-style-type: none"> • Remove VCT as needed • Install new carpet tile • Refer to PART 5, Article GENERAL CRITERIA
116	Women's Toilet	UFC 4.2.39	<ul style="list-style-type: none"> • Remove and install new ceramic tile flooring • Install new ceramic tile base • Installations shall comply with ADAAG & UFAS • Remove and install new plumbing fixtures, refer to mechanical • Remove and install new toilet partitions • Remove and install new paper towel dispenser & waste disposal • Install new electric hand dryer • Remove and install new mirrors & soap dispensers • Patch, repair and clean existing glazed CMU walls • Refer to PART 5, Article GENERAL CRITERIA
117	Women's Toilet	UFC 4.2.39	<ul style="list-style-type: none"> • Remove and install new ceramic tile flooring • Install new ceramic tile base • Installations shall comply with ADAAG & UFAS • Remove and install new plumbing fixtures, refer to mechanical • Remove and install new toilet partitions • Remove and install new paper towel dispenser & waste disposal • Install new electric hand dryer • Remove and install new mirrors & soap dispensers • Patch, repair and clean existing glazed CMU walls • Refer to PART 5, Article GENERAL CRITERIA
118	Mechanical Room	UFC 4.2.44	<ul style="list-style-type: none"> • Remove as needed and install new VCT flooring • Refer to PART 5, Article GENERAL CRITERIA
119	Corridor	UFC 4.2.47	<ul style="list-style-type: none"> • Remove as needed and install new VCT flooring • Refer to PART 5, Article GENERAL CRITERIA
120	Office	UFC 4.2.1	<ul style="list-style-type: none"> • Remove VCT flooring as needed • Install new carpet tile • Refer to PART 5, Article GENERAL CRITERIA

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Individual Space Requirements			
Room Num.	Space Name	Space Re-quirements	Individual Remarks
122	Storage		<ul style="list-style-type: none"> Remove as needed and install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
123	Lobby/Vestibule	UFC 4.2.7	<ul style="list-style-type: none"> Install rubber stair tread covering Clean and reseal glass block Remove as needed and install new VCT flooring Remove and install new handrails and guardrails complying with ADA and Life Safety Standards. Refer to PART 5, Article GENERAL CRITERIA
124	Office	UFC 4.2.1	<ul style="list-style-type: none"> Remove VCT flooring as needed Install new carpet tile Refer to PART 5, Article GENERAL CRITERIA
125	Office	UFC 4.2.1	<ul style="list-style-type: none"> Remove VCT flooring as needed Install new carpet tile Refer to PART 5, Article GENERAL CRITERIA
126	Corridor	UFC 4.2.47	<ul style="list-style-type: none"> Provide ramp complying with ADA and IBC Remove as needed and install new VCT flooring Remove and install new handrails complying with ADA and Life Safety Standards. Refer to PART 5, Article GENERAL CRITERIA
127	Office	UFC 4.2.1	<ul style="list-style-type: none"> Remove VCT flooring as needed Install carpet tile Refer to PART 5, Article GENERAL CRITERIA
128	Office	UFC 4.2.1	<ul style="list-style-type: none"> Remove VCT flooring as needed Install carpet tile Refer to PART 5, Article GENERAL CRITERIA
207	Vestibule		<ul style="list-style-type: none"> Remove as needed and install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
208	Office	UFC 4.2.1	<ul style="list-style-type: none"> Remove VCT flooring as needed Install carpet tile Refer to PART 5, Article GENERAL CRITERIA
209	Women's Toilet	UFC 4.2.39	<ul style="list-style-type: none"> Remove and install new ceramic tile flooring Install new ceramic tile base Installations shall comply with ADAAG & UFAS Remove and install new all plumbing fixtures, refer to mechanical Remove and install new toilet partitions Remove and install new paper towel dispenser & waste disposal Install new electric hand dryer Remove and install new mirrors & soap dispensers Patch, repair and clean existing glazed CMU walls Refer to PART 5, Article GENERAL CRITERIA
210	Men's Toilet	UFC 4.2.39	<ul style="list-style-type: none"> Remove and install new ceramic tile flooring Install new ceramic tile base

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Individual Space Requirements			
Room Num.	Space Name	Space Re-requirements	Individual Remarks
			<ul style="list-style-type: none"> • Installations shall comply with ADAAG & UFAS • Remove and install new all plumbing fixtures, refer to mechanical • Remove and install new toilet & urinal partitions • Remove and install new paper towel dispenser & waste disposal • Install new electric hand dryer • Remove and install new mirrors & soap dispensers • Patch, repair and clean existing glazed CMU walls • Refer to PART 5, Article GENERAL CRITERIA
211	Office	UFC 4.2.1	<ul style="list-style-type: none"> • Remove VCT flooring as needed • Install new carpet tile • Refer to PART 5, Article GENERAL CRITERIA
212	Corridor	UFC 4.2.47	<ul style="list-style-type: none"> • Remove as needed and install new VCT flooring • Refer to PART 5, Article GENERAL CRITERIA
213	Office	UFC 4.2.1	<ul style="list-style-type: none"> • Remove VCT flooring as needed • Install new carpet tile • Refer to PART 5, Article GENERAL CRITERIA
214	Office	UFC 4.2.1	<ul style="list-style-type: none"> • Remove VCT flooring as needed • Install new carpet tile • Refer to PART 5, Article GENERAL CRITERIA
215	Storage		<ul style="list-style-type: none"> • Remove as needed and install new VCT flooring • Refer to PART 5, Article GENERAL CRITERIA
216	Stairs	UFC 4.2.47	<ul style="list-style-type: none"> • Install rubber stair tread covering • Remove as needed and install new VCT flooring • Remove and install new handrails and guardrails complying with ADA and Life Safety Standards. • Refer to PART 5, Article GENERAL CRITERIA
217	Office	UFC 4.2.1	<ul style="list-style-type: none"> • Remove VCT flooring as needed • Install new carpet tile • Refer to PART 5, Article GENERAL CRITERIA
218	Office	UFC 4.2.1	<ul style="list-style-type: none"> • Remove VCT flooring as needed • Install new carpet tile • Refer to PART 5, Article GENERAL CRITERIA
219	Corridor	UFC 4.2.47	<ul style="list-style-type: none"> • Remove as needed and install new VCT flooring • Refer to PART 5, Article GENERAL CRITERIA
220	Office	UFC 4.2.1	<ul style="list-style-type: none"> • Remove VCT flooring as needed • Install carpet tile • Refer to PART 5, Article GENERAL CRITERIA
221	Office	UFC 4.2.1	<ul style="list-style-type: none"> • Remove VCT flooring as needed • Install carpet tile • Refer to PART 5, Article GENERAL CRITERIA
	Family Support Office	UFC 4.2.5	<ul style="list-style-type: none"> • Contractor shall coordinate exact location with client • Refer to PART 5, Article GENERAL CRITERIA

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Individual Space Requirements			
Room Num.	Space Name	Space Requirements	Individual Remarks
	Break room	UFC 4.2.43	<ul style="list-style-type: none"> Contractor shall coordinate exact location with client Refer to PART 5, Article GENERAL CRITERIA
	Building 198 OMS BUILDING		
	Maintenance Bay Storage (Unit Tool Storage)	UFC 4.2.20	<ul style="list-style-type: none"> To be divided into 3 equal spaces for unit tool storage, construct partition walls Remove overhead door, West Remove single exterior door, located on the South side Add doors for access into tool storage from Maintenance Bay Fill pits with concrete Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	Maintenance Bay	UFC 4.3.9	<ul style="list-style-type: none"> Space for (3) offices and (1) tool storage shall be carved out of the west end while retaining access to the corridor accessing the existing offices. Remove overhead door, East Add single exterior door, West, suggest directly across from corridor 126 Clean and reseal glass block Fill pits with concrete Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	(3) Offices	UFC 4.2.1	<ul style="list-style-type: none"> Construct partition walls Install VCT flooring Install new doors, frames and hardware Refer to Part 5, Article GENERAL CRITERIA
	Tool Storage	UFC 4.2.20	<ul style="list-style-type: none"> Define space by use of caging Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	Corridor	UFC 4.2.47	<ul style="list-style-type: none"> Patch, repair and paint drywall walls Install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
	Office	UFC 4.2.1	<ul style="list-style-type: none"> Patch, repair and paint drywall walls Install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
	Office	UFC 4.2.1	<ul style="list-style-type: none"> Patch, repair and paint drywall walls Install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
	Women's Toilet	UFC 4.2.39	<ul style="list-style-type: none"> Remove and install new ceramic tile flooring Install new ceramic tile base Installations shall comply with ADAAG & UFAS Remove and install new plumbing fixtures, refer to

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Individual Space Requirements			
Room Num.	Space Name	Space Requirements	Individual Remarks
			mechanical <ul style="list-style-type: none"> Remove and install new paper towel dispenser & waste disposal Install new electric hand dryer Remove and install new mirrors & soap dispensers Remove and install new wall tile Refer to PART 5, Article GENERAL CRITERIA
	Locker Room	UFC 4.2.41	<ul style="list-style-type: none"> Remove existing lockers and install new lockers Install new VCT flooring Refer to PART 5, Article GENERAL CRITERIA
	Men's Toilet	UFC 4.2.39	<ul style="list-style-type: none"> Remove and install new ceramic tile flooring Install new ceramic tile base Installations shall comply with ADAAG & UFAS Remove and install new plumbing fixtures, refer to mechanical Remove and install new toilet & urinal partitions Remove and install new paper towel dispenser & waste disposal Install new electric hand dryer Remove and install new mirrors & soap dispensers Remove and install new wall tile Refer to PART 5, Article GENERAL CRITERIA
	Mechanical Room	UFC 4.2.44	<ul style="list-style-type: none"> Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	BUILDING 204, UNIT STORAGE		
	Unit Storage	UFC 4.2.20	<ul style="list-style-type: none"> Space for (3) 120 sq ft offices shall be located on the South side. Provide new entry doors into the 3 new rooms. Remove overhead door, West Remove existing caging Provide design and installation for new caging according to UFC. Cages are to be funded as OMAR items. Refer to bid sheet. Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA <ul style="list-style-type: none"> Construct permanent partition walls Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	(3) Offices	UFC 4.2.1	
	Small Unit Storage	UFC 4.2.20	<ul style="list-style-type: none"> Remove existing caging Provide layout for new caging according to UFC Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	Arms Vault	UFC 4.2.11	<ul style="list-style-type: none"> Provide dehumidifiers and drains Clean concrete floor

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Individual Space Requirements			
Room Num.	Space Name	Space Re-requirements	Individual Remarks
			<ul style="list-style-type: none"> Refer to PART 5, Article GENERAL CRITERIA
	Armory		<ul style="list-style-type: none"> Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	Mechanical Room	UFC 4.2.44	<ul style="list-style-type: none"> Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	Vault		<ul style="list-style-type: none"> Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	Rifle Range (Storage)		<ul style="list-style-type: none"> Rifle range to be fit up for storage, possibility of retaining a Weapons Simulator in future Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	Office	UFC 4.2.1	<ul style="list-style-type: none"> Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA
	Women's Toilet (presently shower)	UFC 4.2.39	<ul style="list-style-type: none"> Convert shower room into women's toilet Installations shall comply with ADAAG & UFAS Install 2 toilets and 2 sinks – utilize existing chase wall Remove and install new ceramic tile flooring Install ceramic tile base Install toilet partitions & rec. toilet paper dispensers Install paper towel dispenser/waste disposal Install new electric hand dryer Install mirrors & soap dispensers Remove and install new wall tile Refer to PART 5, Article GENERAL CRITERIA
	Men's Toilet	UFC 4.2.39	<ul style="list-style-type: none"> Remove and install new ceramic tile flooring Installations shall comply with ADAAG & UFAS Remove and install new plumbing fixtures, refer to mechanical Remove and install new ceramic tile flooring Install ceramic tile base Remove and install new toilet & urinal partitions Remove and install new paper towel dispenser & waste disposal Install new electric hand dryer Remove and install new mirrors & soap dispensers Remove and install new wall tile Refer to PART 5, Article GENERAL CRITERIA
	Mechanical Room	UFC 4.2.44	<ul style="list-style-type: none"> Clean concrete floor Refer to PART 5, Article GENERAL CRITERIA

B. Exterior Signage

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1. Training Building - provide 15" cast aluminum letters that comply with current standard cast lettering format spelling "U.S. ARMY RESERVE CENTER" to be located above the front entry doors. Also place existing cast aluminum GF/CI Minuteman plaque on the front of the facility at a height where it can be seen from North Road.
 2. Facility – provide standard sign according to Full Facility Restoration Program. Sign shall have a base to match the training facility.
- C. Building Interior Design
1. Interior Colors
 - a. To be determined by the D/B Contractor and approved by the Government.
 - b. The D/B Contractor shall provide and submit a Comprehensive Interior Design (C.I.D.) and Structural Interior Design (S.I.D.) package addressing their proposed material colors, finishes, etc. as per the MDS Submittal Requirements.
 2. Interior Doors
 - a. Refer to UFC 4-171-05, Section 3.5.5 for guidance regarding interior doors.
 3. Door Hardware and Locksets
 - a. Refer to Part 5, Article GENERAL CRITERIA for guidance.
 4. Room Numbering
 - a. Provide new interior signage and follow the interior design guidelines addressed in UFC 4-171-05, paragraphs 2.1.1, and 3.5.3.
 5. Interior Signage
 - a. Building directory (lighted with floor plan graphic in the top panel), GF/CI Army Reserve Minuteman plaque, room signage and directional signage are minimum requirements.
 6. Floor Finishes
 - a. The individual space requirements in Table above provide floor finish guidance. Floor finishes shall follow or closely match approved MDS Army Reserve Center finishes.
 - b. All flooring shall be finished with wall base. Ceramic tile cove base shall be used with ceramic tile floor. Porcelain tile cove base shall be used with porcelain tile floor. 4" rubber cove base shall be used with all other "hard surface" floors such as VCT and concrete. 4" straight rubber base shall be used with carpet floors.
 7. Window Blinds
 - a. Provide new horizontal 1" aluminum window blinds at all exterior windows. Review need for blinds in the lobby and at door sidelights with user. Color to be determined by the D/B Contractor and approved by the Government.
 8. Corner Guards
 - a. Provide wall and corner guards in high-traffic areas to match wall color. Review areas with user to define "high-traffic". In the Unit Storage areas provide steel angle corner guards at wall corners and bollards on each side of the overhead doorjamb.
 9. Exterior Lock/Knox Box
 - a. An exterior key lock box for fire department access shall be provided in an approved height and location adjacent to Vestibule 1. The lock box shall meet the Fire Department specifications.

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5.3 STRUCTURAL

1. General Design Criteria
 - a. All new structural additions and new roof systems shall comply with the design criteria specified herein.
 - b. New additions shall be coordinated with the architectural requirements as discussed herein.
 - c. The D/B contractor shall provide a narrative on the structural portions of the renovation efforts. The narrative shall include, but not be limited to, descriptions of the work to be performed, citations of the criteria used, and how changed conditions compare to the acceptance criteria.
 - d. The D/B contractor shall select and design the new roof systems. Existing structural systems shall be analyzed by the D/B contractor to assure that new roof systems will not overstress the existing structure as determined in accordance with the applicable design codes.
 - e. Foundation systems for new additions shall be designed in accordance with the recommendations of the geotechnical report as prepared in accordance with the requirements of this RFP.
 - f. Where information of UFC 3-310-01 does not agree with the IBC, the information in the IBC shall govern unless specifically directed otherwise by the Contracting Officer.
 - g. Seismic design shall be per IBC 2000, using the USGS 2002 maps, as modified by the requirements of UFC 1-200-01. Design loads and load combinations, except seismic, shall be in accordance with ASCE 7-98.
 - h. Information required by IBC 2000 Section 1603 shall be included on the drawings.

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2. Structural Assessment Report
 - a. A structural assessment of buildings 115, 115A, 198, and 204 is provided as an attachment to this RFP. The D/B contractor shall follow each of the recommendations in this assessment. The D/B contractor shall perform all necessary corrections to bring the performance level of buildings 115, 115A, 198, and 204 up to the Life-Safety performance level in accordance with FEMA 310 and FEMA 356 as mandated in ICSSC RP6.

5.4 MECHANICAL

- A. Existing Conditions
 1. Refrigerant equipment:
 - a. Water-cooled chiller and cooling tower system for Admin #115 appears to be rusty and not working. It shares the same supply pumps with the hot water boiler inside mechanical room, and is believed to be originally designed and constructed to use 2-pipe hydronic system.
 - b. The individual offices in Admin #115, OMS #198 and various other spaces have window type units for cooling.
 - c. Admin #115A annex is served by 5 Mammoth packaged rooftop units. The model # for 4 big units is: CEHBR-162-L400-1023; the smaller one is # HBR-L400-1025. The smaller unit is thought to be heating-only. At least one of the units has lost its cooling capability.
 - d. There is no overall cooling system in Unit Storage #204 and OMS #198.

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2. Heating equipment:
 - a. Weil McLain gas fired boilers are located one each in each of the mechanical rooms of building #115, #198 and #204. The three larger boilers all are Weil McLain 78 series with Powerflame Gas burner units, rated for steam or hot water use. The one in Admin #115 is hot water type model 678 with net I-B-R rating of 559 MBH hot water, and the other two are low-pressure steam, model 978 with net I-B-R rating of 755 MBH steam (876 MBH rating when hot water). These boilers are believed to be about same size and installed in 1997. Building #204 also has a mechanical room in the rear "lean-to" portion, which contains a a Weil-McClain Model EG-55-PIDN Series 4, with 200 MBH input, DOE net rating 163 MBH output. This unit is rated for water or steam and is operating as a steam boiler. This boiler appears of same vintage and condition as the others. All boilers appear to be in relatively good working condition.
 - b. The heating for building #115A comes from 5 gas-fired packaged rooftop units.
 - c. OMS #198 work bay is served by overhead steam unit heaters. Restrooms, showers and other miscellaneous spaces are served by steam convectors.
 - d. Unit storage #204 is served by overhead heating and ventilating units and steam unit heaters. The arms vaults have steam fin-tube. Arms vaults have residential style portable humidifiers; one or more also is equipped with a non-functioning and abandoned regeneration-type industrial humidifier. The existing firing range systems are unknown.
3. Other HVAC Components
 - a. Most of the ductwork is in #115A training building, and associated with the rooftop units serving that building. The floor-to-floor height in this building is limited. The majority of ducts are running between joists.
 - b. The buildings do not have a full kitchen. Light cooking equipment is currently located in building #115A assembly area. There is no approved kitchen hood, only a wall mounted exhaust fan.
 - c. There is insufficient combustion air in all three boiler rooms. Only lower louvers are observed. Furthermore there are no summer ventilations in those rooms.
 - d. The fresh air in admin #115 is mostly drawn from window units. Ventilation in all buildings except possibly 115A appears inadequate to satisfy ASHRAE 62 requirement. There is no ventilation system or general exhaust in OMS #198.
 - e. There is an overhead vehicle exhaust system running along the sidewalls in OMS #198. The fan status is unknown, but the ductwork appears to be in good shape.
4. Plumbing
 - a. The main water line runs parallel to the building front, then branches off to building #115, #198 and #204 separately. None have backflow prevention devices installed.
 - b. Restrooms and showers are in scattered locations in the various buildings. Condition is poor. Existing fixtures typically are not low water consumption type.
 - c. Gas service at 3", 30 psig enters the facility, then it is reduced to 2.5 psig @ meter to serve different buildings. The gas pressure is further reduced to 7" –

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13" wc low pressure at boilers, packaged rooftop units and other gas fired equipment.

- d. Small residential type water heaters are scattered around the facility, typically 1 electrical type, with about 4.5 kw, 40 to 75 gal capacity. There are no recirculation systems and pumps installed in any of hot water heaters.
- e. There are no backflow preventers installed in mechanical equipment makeup water lines.
- f. There is no shop air system in OMS #198.
- 5. Fire protection
 - a. Buildings are not presently sprinklered.
 - b. An exception is a small wet pipe system serving just the Loading/receiving area of Unit Storage building #204.
 - c. The boiler rooms in building #198 and #204 have wood trusses, and the walls separating the corridors do not extend all the way up to the deck.

B. General System Design Criteria.

- 1. Provide selective mechanical demolition to accommodate installation of new and remodeled systems including, but not limited to, disconnection and removal of portions of the HVAC, plumbing, piping and temperature control systems.
- 2. Design and install (labor, material, permits, licenses, etc.) the automatic fire suppression system, plumbing system, heating, ventilating and air conditioning (HVAC) systems, and HVAC controls.
- 3. Refer to paragraph: APPLICABLE CODES AND CRITERIA in this Section 01010 for a general listing of applicable codes.
 - a. Systems shall be designed and installed in accordance with the requirements of all applicable codes. Follow as a first guide the requirements of UFC 1-200-01 Design: General Building Requirements.
 - b. UFC 1-200-01 references IBC 2000 and other government and non-government standards and criteria. The document provides guidance and modifications to IBC 2000 and is structured around its format.
 - c. Note that the administrative portions of the IBC are not applicable to the military construction process. Technical portions of the code include mechanical systems are applicable as modified in the UFC.
 - d. In addition to the specific requirements laid out in UFC 1-200-01, use as an additional reference the general guidelines of the International Mechanical Code and the International Plumbing Code, current editions. These are a valuable source of information and guidance, and as such are cited within UFC guide specifications.
 - e. Follow additionally all associated State and Local codes.
 - f. All Electrical work performed by the Mechanical Contractor shall comply with the National Electrical Code (NFPA 70) for workmanship and installation requirements.
- 4. Identification:
 - a. Piping will be identified per ANSI requirements.
 - b. Equipment is to be identified with engraved and laminated plastic nameplates or black lamacoid sheets with white lettering.
 - c. Terminal units are to be labeled at their underside to allow identification after installation.
- 5. Equipment and materials shall be as specified. Used equipment or materials are not acceptable. Installation shall meet the requirements specified. Contractor shall

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comply with seismic requirements and shall meet latest edition of UFC 4-010-01, DoD Minimum Antiterrorism Standards for Buildings requirements. All materials and equipment shall be the manufacturer's latest design. Equipment layout shall make provisions for recommended clearance and code requirements in accordance with UFC 4-010-01. Coordinate with the architectural requirements for plumbing fixtures (water closets, urinals, lavatories, mop sinks, electric water coolers, etc.)

6. Provide a design narrative, which explains in summary form, all of the plumbing, including backup calculations. Fixture quantities will be included within the plumbing calculation. Indicate the building population (number of males and females), fixture determination; fixture units for drainage, venting, cold and hot water piping; roof areas used in determining storm drainage pipe sizes; and the capacities of all equipment and tanks. Calculations: Show sizing calculations clearly. Indicate the source of tables used for calculation. Calculations shall be checked for accuracy and initialed or signed by the design professional.
7. Systems requiring seasonal drainage shall not be used except for lawn irrigation.
8. Access panels/doors shall be provided as required for valves and appurtenances of the plumbing system. Coordinate with the Architectural discipline to ensure that provisions for access panels/doors are provided.
9. The buildings shall have restrooms and other plumbing fixtures. The restrooms shall have all fixtures as outlined in the reference criteria. Freezeproof wall hydrants shall be located on the building exterior.
10. HVAC control schemes and sequences shall meet the requirements of latest edition, ASHRAE Standard 90.1 Energy Standard for Buildings – Except Low-Rise Residential Buildings.
11. The Contractor is responsible for obtaining any available rebates from the Utility and crediting those rebates to the Government in the bid.

C. Plumbing

1. Domestic Water Supply.
 - a. Refer to Part 4 Civil Site Design, paragraph 4.10 of this Section 01010.
 - b. Provide all required backflow prevention, valving and accessories.
2. Plumbing Systems.
 - a. New high quality vitreous china, stainless steel, and porcelain enameled plumbing fixtures with chromium-plated fittings as applicable will be provided in each building.
 - b. Provide new complete compressed air system for the OMS Building, with air drops provided in each bay.
 - c. Plumbing Piping. Replace existing building hot and cold water piping system throughout.
 - 1) New copper piping will be provided for the entire domestic water system. Isolation shutoff valves will be provided. Plumbing piping shall be sized to accommodate flush valve plumbing fixtures.
 - 2) Extend to fixtures, outlets, and equipment. The domestic hot water and cold water piping shall be arranged and installed to permit draining. The supply line to each item of equipment or fixture, except faucets, flush valves, or other control valves, which are supplied with integral stops, shall be equipped with an accessible shutoff valve to enable isolation of the item for repair and maintenance without interfering with operation of other equipment or fixtures. Supply piping to fixtures,

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faucets, hydrants, shower heads, and flushing devices shall be anchored to prevent movement.

- 3) Provide line sized isolation valve at each branch connection. Locate valve as close as possible to branch takeoff. Where branch line serves single piece of equipment or fixture, provide isolation valve at each branch connection and at each fixture.
- 4) Water hammer arrestors shall be used to minimize water system noise in accordance with the Plumbing Code. Velocities in Domestic Water piping shall be a maximum of 4 feet/second.

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3. Drain Waste and Vent
 - a. Piping systems for water outside of the 5'-0" line of the building are to be as specified under the civil portion of the design criteria. Runs are to be kept as short as possible. Metallic vent piping shall be used through the roof from at least 6 inches below the roof to the required point of termination above the roof. All vents shall terminate within 12" of roof peak. Vents shall be designed to support snow load.
 - b. Existing DWV piping: Existing DWV Piping that is currently routed in a path consistent and usable with D-B contractors revised system may be reused provided it meets all tests and conditions below:
 - 1) Is routed in a path that is consistent, logical, and usable with D-B contractors revised overall plumbing system layout.
 - 2) Shall be fitted with cleanouts and accessories same as would be called for if installed new.
 - 3) Shall meet current Code, same as if a new installation.
 - 4) Shall be cast iron or copper, and in good visual condition.
 - 5) Shall be rodded 100% using a mandrel sized for snug fit inside clean new pipe of the same type as existing.
 - 6) Shall be pressure tested.
 - 7) For piping 4" and over, shall be TV inspected wherever possible, with VHS videotapes made available to COTR for inspection.
 - 8) Pipe shall be replaced if determined by Government to be sloped wrong/misaligned so as to trap water, or having significant wall erosion, cracks, deteriorated joints, or other damage to render it less than fully operable and functionally equivalent to "near-new" pipe.
 - c. All lavatory and sink drains and P-traps shall be coordinated with architectural millwork to isolate drains. The building Sanitary Sewer shall be designed in accordance with Army criteria and the current International Plumbing Code. Coordinate location of floor sinks and floor drains with the structural discipline for floor sloping requirements. Provision shall be made to collect condensate from the condensate drains and drain to the sanitary sewer system.
 - d. Add trench drains in each bay of OMS. The design may be a trench drain along the inside face of the overhead doors, to receive drainage from inside the shop only, no rainwater. Connect to an oil-water separator, which also serves outside covered wash bay. Provide floor drains in mechanical rooms near each boiler, air-handling unit, pumps, and water heater.
4. Domestic Water Heating Systems.
 - a. Domestic Water Heating. Provide high efficiency storage type water heaters. The sizes will be based on ASHRAE guidelines for the specific building occupancy and usage. Water heaters will comply with the energy conservation

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requirements of ASHRAE Standard 90.1 – Energy Standard for Buildings Except Low-Rise Residential Buildings.

- b. Domestic hot water system shall be sized as required to provide adequate hot water for the lavatories, sinks, showers, etc.
 - c. Training Building domestic water heating is to be new natural gas-fired, with an operating temperature of 140°F for the kitchen. The building water supply temperature shall be 120°F. The size of the hot water heaters shall be in accordance with the 2003 ASHRAE Applications Handbook. One hot water heater shall service the entire building, and one hot water heater shall serve the kitchen, and shall be located in the Mechanical Room. Water heaters shall be provided with fully automatic controls with safety shutoff relief valves and intermittent spark ignition. The water heater shall meet ASHRAE 90A Standards and have a minimum thermal efficiency of 80 percent.
 - d. Domestic water heaters for the OMS and Unit Storage Buildings shall be new, and may be electric or gas.
 - e. The domestic water systems shall be served by a recirculation system to provide hot water at remote fixtures continuously. Provide blending valves as required for scald protection at each fixture or group of fixtures.
 - f. Consider in the design using point-of-use water heaters or other means to economically provide hot water. Consider in the design that for much of the time, except drill weekends, hot water use is small.
5. Room Specific Plumbing Requirements.
- a. Kitchen
 - 1) BASE: No kitchen work.
 - 2) OPTION: Kitchen shall be completely upgraded to meet current size requirement and UFC 4-171-05 Design: Guide for Army Reserve Facilities, dated 1 Nov 2003. Plumbing work will include new plumbing piping throughout, connections to new kitchen equipment, sinks, hand wash sink, floor drains, open receptacles, new water heater and water heater booster system. Provide 180-degree water to the dishwasher, and to a sanitizing compartment of new scullery sinks. Refer to Section 01011 for additional requirements.
 - 3) OPTION: Construct Mobile Kitchen Equipment Pad (MKT) complete with Non-Freeze hot and cold water, sanitary drain with trap cover, and electrical connections. Refer to Section 01011 for additional requirements.
 - b. All toilet rooms: Use criteria document UFC 4-171-05 Design: Guide for Army Reserve Facilities, dated 1 Nov 2003 as basis for designing the toilet rooms. Training building restrooms shall be revamped to be ADA & UFAS accessible. New fixtures, trim, and piping shall be provided throughout. Provide privacy screens at urinals, individual (not gang) showers, tile (not fiberglass) showers, and countertop lavatories with countertop configured to meet accessibility requirements. Provide supply and waste piping with preformed trap-wrap type insulation kits. Provide battery powered sensor-type flush valves for urinals and water closets. Showers to have new pressure balanced shower valves and water-saving showerheads.
 - c. Water coolers. Provide on each floor of the Training Center new hi-low (accessible) water coolers. Mount in recesses or provide side shields to meet ADA requirements. Coolers to have non-HCFC refrigerants.
 - d. Provide elevator sump and drainage per NFPA 101 or ANSI A 17.1.

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- e. OMS Building: Provide hose bibs in each maintenance bay. Provide non-freeze exterior hose bibbs to serve the vehicle wash pad area
 - f. Add all required backflow prevention, valving and accessories to the existing water service entering the OMS and the Training Building. Provide a reduced pressure zone type unit meeting ASSE 1013. Consider installation of a unit rated for vertical upflow mounting, as this may reduce space requirements.
 - g. Within the OMS Building, replace the existing water heater. Locate in mechanical room. Provide new lavatory, faucet, trim and supply. Provide new toilet, and urinal. Provide new safety shower and eyewash. Provide new hi-low cooler. Provide interior hot and cold-water hose bibb with floor set janitor's receptor in the area of the toilet room.
 - h. Emergency Eyewashes and Showers.
 - 1) Replace in OMS Building the OMS Building emergency eyewash unit with a combination emergency eyewash and shower station.
- D. Natural Gas System.
- 1. Design, furnish, and install natural gas piping from the utility connection (gas meter) to mechanical gas fired equipment as required and as specified. Provide complete design and layout of piping system coordinated with new utilities.
- E. Compressed Air System.
- 1. Compressed Air. Provide duplex air compressor with storage tank for the OMS Building. Provide air piping distributed throughout the vehicle maintenance bays and airdrops on either side of each vehicle entrance door with shutoff valve shall remain. Each maintenance bay shall be provided with two airdrops.
- F. Fire Suppression Systems
- 1. Design Criteria.
 - a. Fire suppression shall meet the criteria noted under paragraph APPLICABLE CODES AND CRITERIA in this Section 01010 and the technical specifications. Principal guide documents are:
 - 1) UFC 3-600-1 – Fire Protection Engineering for Facilities.
 - 2) NFPA 13 – Installation of Sprinkler Systems.
 - b. For issues regarding Fire Department service, investigate and meet the requirements of the local Fire Marshal– hydrant standards, fire hose threads, protocol for fire access, Post Indicator valves, Fire Department Connections, and all other requirements.
 - 2. Fire Suppression System Design.
 - a. Provide complete fire protection sprinkler system for the building.
 - 1) Provide new dedicated fire protection water service, backflow prevention, valves and accessories as required.
 - 2) Provide a fire pump, pressure maintenance pump and accessories if required for proper fire protection system design.
 - 3) Wet-pipe fire protection piping shall not be located within unheated areas.
 - 3. Water source:
 - a. Refer to PART: SITE/CIVIL DESIGN AND CONSTRUCTION, Article: REQUIREMENTS FIELD VERIFICATION OF EXISTING CONDITIONS, for description of the existing municipal water source and on-site facilities.
 - b. Flow test data in the Appendix E of this Section 01010.
 - 4. Buildings sprinkler requirements:

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- a. All of buildings 115 & 115A (Training Building), 198 (OMS), 204 (Heated Storage), and connectors: Fully Sprinklered.
- b. If design includes a pitched roof, then attic spaces with combustible material are to be fully sprinklered. The existing flat roof structure of the OMS and the Unit Storage Building are wood.
- c. Sprinklers in ventilated attics shall be dry pipe type. In general, Owner preference would be to use wet systems for all the heated areas. However, the designer where allowed by above cited criteria to do so, shall evaluate whether a wet system in the heated space and a dry system in the attic, or a single dry system throughout the particular building offers best advantage.
5. Hazard classification requirements for this facility with regard to sprinkler protection:
 - a. Kitchen and storage areas to be ordinary hazard Group 1.
 - b. Ordinary Hazard Group 2 Classified Areas: Repair bays, scheduled maintenance bays, circulation bays, oil dispensing rooms, mechanical rooms.
 - c. Light Hazard Group Classified Areas: All areas not classified as ordinary hazard Group 2 areas including combustible attic space.
6. Design approach
 - a. The Training Building shall be sprinkler protected in accordance with the criteria listed in paragraph APPLICABLE CODES AND CRITERIA of this Section 01010. The systems shall be designed hydraulically. Sufficient hydraulic calculation sets that will fully define the entire system sizing shall be provided.

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- b. **Designer of Record shall follow Specification Section 01021, Par. 1.1.** ~~The D/B Contractor shall solicit, independent of the project, a fire protection design firm to provide a layout of the entire fire protection system including hydraulic calculations. The drawings and calculations shall be performed, checked and reviewed by a National Institute for Certification in Engineering Technologies (NICET) Level III certified fire protection specialist. The D/B Contractor shall be responsible for the installation, testing and field certifying of the entire system.~~

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- c. The D/B Contractor shall provide performance specifications, fire main routing, and zone delineation as a minimum to the fire protection design firm for use in design of the fire protection system.
 - d. Fire protection equipment and piping shall be coordinated with all disciplines.
 - e. Recessed or concealed heads will be used in areas with ceilings. Upright or pendant heads will be used in exposed areas with no ceilings.
- G. Heating, Ventilating, and Air Conditioning
1. Design Criteria.
 - a. Refer to paragraph: APPLICABLE CODES AND CRITERIA in this Section 01010.
 2. Energy Use Budget (EUB).
 - a. Follow the requirements of UFC 3-400-01 Design Energy Conservation to Establish Mechanical System and annual Energy use Budgets. The proposed design shall not exceed the area or the total building Energy Use Budget

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(EUB). These figures exclude energy used for process purposes. The D/B Contractor is encouraged to submit designs that will minimize energy consumption during the heating and cooling seasons.

- b. The EUB calculation for the building shall include space cooling, space heating, domestic water heating, and ventilation and lighting loads, excluding process loads, in accordance with the planned Facility's operational hours. The area used in the EUB estimation is the gross floor area of the building. For the purpose of energy design of this facility each of the existing buildings tied together with connectors may be considered a separate building. Makeup ventilation for vehicle exhaust systems shall be considered process load.
3. Design Conditions, Heating/Cooling Load Calculations.
 - a. Outside Design Conditions. Obtain outside design conditions for cooling and heating from the UFC 3-400-02 28 February 2003 "Engineering Weather Data" and in accordance with UFC 4-171-05 Design: Guide for Army Reserve Facilities, dated 1 Nov 2003. Weather for Newark, NJ taken from UFC 3-400-02 is included in the Appendix to this Section 01010.
 - b. The cooling load shall be calculated based on the 1% outdoor air conditions in the referenced data. The heating loads shall be calculated based on the 99% outdoor air condition. Cooling load shall be calculated using the 0.4% dewpoint condition in the ASHRAE Fundamentals, or its equivalent in UFC 3-400-02 for the locale.
 - c. Load Calculations. Heat gain and loss calculations shall be, at a minimum, in accordance with the current edition of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) Handbook of Fundamentals and the latest edition of the ASHRAE Cooling and Heating Load Calculation Manual. The load calculations shall be in accordance with ASHRAE nonresidential Cooling and Heating Load Calculations. Calculations shall be performed on a room-by-room basis. Heating load calculations shall not consider lights or internal loads as supplementing the heating system. Provide a Design Narrative to clearly describe the features of the systems being used. Demonstrate compliance with ASHRAE 90.1 by completing the proper compliance forms available from ASHRAE. Summarize the outdoor and indoor design conditions used. State the design objectives and design assumptions. Outline design decisions made that affect the operation and maintenance of the systems. Provide all calculations used to size all equipment. Calculations shall be checked for accuracy and initialed or signed by the design professional. The method of zoning the building spaces used for computerized building load calculation input shall be clearly shown as part of the calculations.
 - d. Cooling - Design Conditions: 75 degrees F at 50% relative humidity. This does not apply to storage rooms, lockers, toilets, showers, and arms vault rooms, which do not receive direct comfort cooling.
 - e. Heating - Design Conditions: 68 degrees F occupied, 55 degrees F un-occupied. This does not apply to storage rooms, mechanical, electrical, and telephone rooms, which are heated to 55 degrees F, or per specific housed equipment requirements in these spaces if more stringent. Maintenance bays shall be heated to 69 degrees F.
 - f. Occupancy Loads. The sensible and latent loads for the occupied spaces will be in accordance with the ASHRAE Handbook – Fundamentals. The number of people is determined by using UFC 4-171-05 and ASHRAE

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recommendations. The D/B Contractor shall meet with the user to verify expected space-by-space occupancies for loads calculations prepares, and also overall building peak occupancies.

- g. Lighting Load. Fixture count and heat release data will be used to calculate the lighting loads in each space.
 - h. Equipment Loads. A 1.5 watt per square foot allowance will be included for open office and classroom spaces. A 350 watt allowance will be included for each workstation in private and semi private offices.
 - i. Toilets and showers will be exhausted at a minimum of 10 air changes per hour. Mechanical rooms will be provided with a minimum of 2 air changes per hour or as required to remove excessive heat. Provide supply fans rather than exhaust fans where mechanical spaces house atmospheric burners. Unit storage is ventilated at 1 air change per hour. The arms vault and other specific areas are designed in accordance with UFC 4-171-05. Exhaust ventilation is provided within vehicle maintenance bays at a rate of 1.5 CFM/sq. ft. Kitchen hood exhaust as addressed in subparagraph "Kitchen Hoods" below of paragraph "HVAC Buildings – Training Building" in this Section 01010.
4. Hydronic Piping, Locations.
 - a. Hydronic piping shall be all new.
 - b. Hydronic piping shall be designed to be efficient, easily hydraulically balanced, and accessible. Riser piping located in interior partition or exterior walls is prohibited.
 5. Water Quality and Treatment.
 - a. Provide manual shot feeder water treatment systems for the closed-hydronic piping systems. Pipe across pumps. Provide isolation valves, and a visual flow indicator in the feeder discharge piping.
 - b. Cooling tower -- N/A. Existing cooling tower shall be removed. Replacement chilled water system shall be air-cooled.
 6. Equipment.
 - a. All materials and equipment shall be the standard cataloged product of manufacturers regularly engaged in production of such materials and equipment, and shall be the manufacturer's latest standard design.
 - b. Mechanical systems electrical characteristics shall be matched to building's electrical system voltage.
 7. Access Panels.
 - a. Access panels/doors shall be provided as required for valves and appurtenances of the HVAC system. Coordinate location with the Architectural discipline to ensure provisions for access panels/doors.
 8. Duct System Design.
 - a. The ductwork shall be sized using the static regain design method. Duct locations shall be coordinated with all disciplines.
 - b. Flexible duct shall be insulated metallic and shall be limited to 5'-0" spans.
 9. Intake and Exhaust Locations
 - a. Exhaust vents shall not be located near outdoor air intakes to prevent short-circuiting of exhaust air, nor shall they be located less than 10 feet above grade.
 10. Provide mechanical exhaust in all Toilet Rooms, Shower Rooms and Janitor's Rooms. Exhaust fans will relieve air from these spaces maintaining a slight negative pressure for odor control.

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11. Fire and Smoke Dampers
 - a. Provide fire dampers in locations where ducts penetrate fire rated wall ceiling or floor assemblies. Provide combination fire/smoke dampers when penetrating wall floor or ceiling assemblies that are smoke barriers or are required to have smoke dampers.
 - b. Fire and smoke dampers shall be rated according to the wall, ceiling or floor assembly being protected. Fire dampers shall conform to the requirements of NFPA 90A, UL 555, and IBC. Smoke dampers shall conform to the requirements of NFPA 90A, UL 555S and IBC. Fire and smoke dampers shall be installed in accordance with NFPA 90A.
12. Diffusers, Grilles and Registers.
 - a. Air distribution devices shall be all new, factory-fabricated of steel, corrosion-resistant steel, or aluminum and shall distribute the specified quantity of air evenly over space intended without causing noticeable drafts.
13. Automatic Temperature Controls.
 - a. All existing pneumatic temperature control systems and components within the buildings shall be removed.
 - b. New systems shall be DDC. Control components shall be electric, electronic, or DDC, as described -- not pneumatic.
 - c. Remove existing valves, including any self-powered regulators used at some connectors and wall-fin. Provide all new controls. Provide a new control valve with wall mounted temperature sensor for each heating system control zone.
 - d. Provide training for the temperature control system.
 - e. OPTION: The contractor is to provide an energy management system as an Option to this RFP. Refer to section 01011 for additional requirements.
14. Testing, Adjusting, and Balancing.
 - a. Testing, adjusting, and balancing shall be provided for HVAC and hydronic heating systems. Provide testing, adjusting and balancing services for all air distribution systems, hydronic distribution systems and associated equipment. The work shall include setting of speed and volume control for systems, recording data, conducting tests, and submitting reports.
15. Commissioning.
 - a. Commission all HVAC systems per Guide Spec 01460L. Provide trend logs for all equipment that is under control of the DDC system to provide documentation that the equipment is functioning properly. Provide one set in the winter for one week and one in the summer for one week. Trend log will include such items as temperature, valve position and set point and status for all major pieces of HVAC equipment and for all spaces controlled by a thermostat.
16. HVAC Systems – Building complex overall
 - a. Boilers:
 - 1) Verify capacity and capability of existing boilers converted to hot water to serve the system. If capacity is inadequate replace with larger new unit or additional new unit of similar construction and quality.
 - 2) Verify and submit complete calculations concerning stack size and capacity to handle connected boilers. Provide new steel breeching and venting systems if existing is inadequate.
 - 3) ALTERNATE: Replace boilers with high efficiency condensing type boilers direct vented with all combustion air from outside. Provide

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AERCO, FULTON, or approved equal. Modulating fully condensing boilers. Provide new flue systems. Do not use existing masonry flues.

- b. Provide hydronic cabinet unit heaters and convectors for ancillary spaces
- c. Provide hydronic unit heaters for caged storage, mechanical rooms and similar spaces.
- d. Provide separate dedicated airflow systems for Mail Room in accordance with UFC 4-010-01.
- e. Provide dedicated and separate unitary heating and cooling equipment for telephone rooms and IT rooms. Room requirements shall be in accordance with USAR CIO Information Technology Requirements for Military Construction Army Reserve (22 July 1999). Recirculating air conditioning unit will be located in ceiling space of rooms. Air-cooled condensing units will be located out of the way of traffic, in an unobtrusive location, on elevated pad.
- f. The buildings shall be maintained at a slight positive pressure. Ventilation will comply with ASHRAE Standard 62 – Ventilation for Acceptable Indoor Air Quality.

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17. HVAC Systems – Training Building

- a. Training Center Building 115 Main HVAC system
 - 1) Provide a 4-pipe fan coil system, ceiling mounted wherever possible. Fan coils shall not have wall penetrations for outside air. See DOAS below
 - 2) Cooling tower -- N/A. Replacement chilled water system shall be air-cooled. Existing chiller and cooling tower shall be removed
 - 3) Provide a dedicated outside air handling (DOAS) system to deliver tempered dehumidified "room-neutral" air to meet ASHRAE 62 requirements and to satisfy makeup for required exhausts.
 - 4) OPTION: Kitchen Hoods shall be provided in the complete kitchen. Refer to section 01011 for additional requirements.
- b. Training Center Building 115A Main HVAC system
 - 1) Existing systems are ducted using rooftop type equipment. Replacement systems shall be of similar type. This can include rooftop equipment of similar equipment count and zone arrangement to the present equipment. It can also include use of use of single-zone equipment feeding into VAV reheat boxes. The VAV boxes would be mounted in the building and serve existing duct segments each representing an existing, or similar, zone. This system would likely require fewer overall handlers compared to the combination of single-zone and multizone air handlers now serving the building.
 - 2) Existing ducts may be reused if in good condition, are adequate in size and location, and are fully cleaned and joints resealed to SMACNA Class B requirements.
 - 3) Coordinate with roof construction. If building is determined to be provided with a pitched roof, per OPTION: Refer to Section 01011 for description and information.
 - 4) Pad-mounted roof top equipment at grade level having ventilation air intakes shall have air intakes arranged and protected to meet requirements of the Minimum Antiterrorism standards. This standard generally requires intakes 10 feet above grade.

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- 5) As another alternative, provide a 4-pipe fan coil system and DOAS system as described for Building 115. Areas with high outside air requirements may alternatively be equipped with 4-pipe concealed unit ventilators. Unit ventilators where/if used shall be equipped with hot water coils in the reheat position.
 - 6) With either system type, meet ASHRAE 62 requirements and satisfy makeup for required exhausts to maintain building positive pressure.
 - 7) Consider use of air curtains in Assembly Hall, in concert with overall layout and system operation requirements.
18. HVAC Systems – Unit Storage Building 204
- a. Provide required ventilation for the Armorer's work area.
 - b. Provide a dehumidifier system in the vault, wall mounted. Provide one or more dehumidifiers, wall mounted with shutoff and check valve for each. (Provide a drain for each humidifier. Avoid cutting vault floor walls or ceiling to the extent practicable. DB contractor may verify functionality, then use or revise existing drainage system (if any is available where needed) as it deems necessary to accommodate dehumidification drainage while minimizing cutting.
 - c. Provide hot water unit heaters for the cage storage area.
 - d. Remove special ventilation system for the loading dock area and replace with conventional hot water unit heaters and H&V unit.
 - e. Revamp existing H&V unit for the caged storage for ventilation. Provide capability for both recirculation of air when unoccupied, and full outside air for summer occupied ventilation.
 - f. Provide new heating ventilation system for the former firing range portion of the building, in accordance with the proposed new use of those spaces.
 - g. Provide DX cooling of the office areas, with small unitary equipment equipped with hot water coils, or alternatively with ductless split units or PTAC units.
 - h. Provide new restroom and shower exhaust systems.
 - i. Provide supplementary hot water convectors or cabinet unit heaters each with hot water valve controls, in ancillary areas such as entrances, exterior storage/utility rooms, and in the restrooms.
19. HVAC Systems – OMS Building 198.
- a. Remove existing heating systems from the OMS.
 - b. Hydronic in-floor heating system is not required to be provided within the existing OMS Building repair bays. Objective of the heating system is to
 - 1) Meet code requirements. Some of the code considerations include ventilation of the bays at 1.5 cfm per square foot when functioning as a repair facility; and mounting open flame heaters (where used) at heights above the floor in compliance with the building and National Fuel Gas codes. Design the lowest 18 inches of the maintenance bays in the OMS Building as a hazardous environment, Class 1 – Division 2, NFPA 70. Extend exhaust ductwork branches down to the floor area.
 - 2) Provide comfort. Provide a heating system that provides reasonable comfort for workers at the floor level and is the most cost effective for installation and operation.
 - c. D-B Contractor may consider several systems meeting above criteria in the maintenance bays, including:

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- 1) Provide gas fired infrared tube radiant heating units suspended from the roof structure with dedicated combustion air intakes and vents for each bay.
 - 2) Provide a gas fired or hot water unit heater system.
 - 3) In addition to the above, D-B contractor shall provide a indirect gas-fired or hot water fresh air ventilation and exhaust system to meet the ventilation code requirements for a "Repair Garage". The H&V unit shall be provided with a damper/mixing box assembly, and shall be capable of switching to minimum outside air and maximum recirculation when the facility is not in active use as a repair facility. (This will be most of the time.) Changeover shall be both manually selectable, and controllable from the DDC system.
- d. Provide for OMS office area a new single zone gas-fired furnace fan coil units with DX refrigerant cooling and remote grade mounted air-cooled condensing unit. Remove existing gas fired unit heaters in the office area. Ventilation to be supplied through outside air connection to furnace fan coil unit return duct. Provide equipment rated for the resulted mixed air temperature that will enter the furnace. Toilet room to have supplemental electric wall-mounted heater with self-contained controls.
- e. Controlled waste and flammable storage rooms are to be heated using explosion-proof electric unit heaters with remote wall-mounted thermostats. Exhaust systems where provided shall be explosion proof with class and group rating is called for by application.
- f. Tool, parts and supply rooms are to be heated with a single zone gas-fired furnace. Ventilation for units to be supplied through outside air connection to furnace.
- g. Exhaust fans interlocked with ducted outside air dampers will provide summer ventilation for the non air-conditioned maintenance bay areas.
- h. Exhaust Systems.
- 1) Remove the existing vehicle exhaust system and provide two (2) suspended vehicle tailpipe exhaust fans and tailpipe hose reels and drops at each maintenance vehicle bay, one at the front and one at the rear of the vehicle. Vehicle exhaust system shall be sized in anticipation of serving turbo charged vehicles in each bay. A manually operated switch located within the wheeled vehicle bay shall control the fan or fans.
 - 2) General exhaust system shall automatically start when either the level of carbon monoxide is detected above set point, or the level of nitrogen dioxide is detected above set point as determined by gas monitor. Also provide manual system operation.
 - 3) Makeup air system shall be provided with 10 percent more capacity than exhaust system. Makeup air system shall temper outside air to the space design heating temperature at a minimum.
 - 4) Provide a new toilet exhaust fan and system.
 - 5) Provide ventilation and exhaust systems for the flammable storage, controlled waste, and other storage rooms called for, per UFC 4-171-05 requirements.
 - 6) Welding exhaust arm hoods are not required.
- i. Gas Monitor System.
- 1) Provide gas monitoring system to monitor wheeled vehicle bays for carbon monoxide and nitrogen dioxide. Provide minimum of one

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carbon monoxide sensor, and one nitrogen dioxide sensor for each 5,000 sq. ft. of floor area.

20. HVAC Systems – Building Connectors.
 - a. Connecting corridors between the buildings shall be heated and air conditioned to same standard as the buildings served.
 - b. The Corridors may be provided with separate systems of similar type and quality to those described for the served buildings, or similar standalone systems.
 - c. Duct and pipe in these areas shall be routed and installed in special consideration of the fire codes, and any required maintenance of separation of the respective buildings.

5.5 ELECTRICAL

A. General.

1. Design Criteria. Comply with the requirements and recommendations of UFC 4-171-05 Design: Guide for Army Reserve Facilities, dated 1 Nov 2003.
2. Conformance to Code. The electrical system shall be designed in compliance with the current versions of the rules and recommendations of ANSI C2, National Electrical Safety Code; NFPA 70, National Electrical Code (NEC); NFPA 101, Life Safety Code; IES Lighting Reference Guide and Application Guide, Military Handbook 1012/3; and applicable state and local codes.
3. Design Analysis (DA). Provide a Design Analysis explaining the systems required by UFC 4-171-05 and as otherwise required for the project. Include the calculations required by UFC 4-171-05 and as otherwise required to substantially justify the systems design. Explain in summary form, all of the electrical, fire alarm and communications systems including backup calculations.
4. Provide electrical demolition of the three existing incoming secondary feeds to the Training Building from the existing 500kva pad-mount transformer/meter (transformer owned and maintained by PSE&G. Coordinate transformer size with PSE&G. Provide building load summary to PSE&G per their guidelines. Provide electrical demolition of distribution equipment, light fixtures, branch circuit wiring, devices, telephone system, and fire alarm system.
5. Provide design and installation of new exterior secondary feed from transformer, interior electrical power distribution, interior and exterior lighting, exit and egress lighting, fire alarm system, security system, public address system, and telephone and data systems.
6. Provide lighting calculations (including egress lighting calculations), electrical load calculations, voltage drop calculations, exterior lighting calculations using industry standard software, electrical short circuit and protective device coordination analysis. Coordinate building load with PSE&G, pay all fees to PSE&G associated with upgrading of transformer, primary conductors, metering, etc. Calculations shall be prepared by a Registered Professional Electrical Engineer. The short circuit and protective device coordination analysis shall be done using industry standard computer software and the reports shall be furnished for Government review.
7. Seismic Protection. Provide seismic protection for electrical equipment and electrical systems as required for the project seismic zone in accordance with all applicable codes.
8. Materials and Equipment. All materials and equipment shall be the standard catalogued products of manufacturers regularly engaged in the production of such

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equipment and material, and shall be the manufacturer's latest design. All equipment and material shall conform to the requirements of American National Standards Institute (ANSI), American Society of Testing and Materials (ASTM), National Electrical Manufacturer's Association (NEMA), National Fire Protection Association (NFPA) or other national trade association as applicable. Where standards exist, materials and equipment shall bear the label and be listed by Underwriters Laboratories, Inc. (UL) or other Nationally Recognized Testing Laboratory (NRTL) per the NEC.

9. Provide a nylon pull cord in empty conduits, sleeves, and similar provisions, and in telephone and data system conduits whether they are empty or contain cables.

B. Electric Power Distribution.

1. Subject to confirmation of adequate capacity, the existing 120/208 volt, 3 phase, primary 500kva transformer servicing the Training and OMS building shall be remain, coordinate with PSE&G. The D/B Contractor shall be responsible for the secondary electrical connection to the transformer/meter (all utilities past meter are owned by Reserve Center). The D/B contractor shall coordinate the new electrical service with the PSE&G for all requirements and divisions of responsibility and shall pay all fees associated. At a minimum, the contractor shall provide the underground primary raceways, the underground secondary conductors, trenching, and any other items required by the utility. Coordinate all outages with the 77th RSC for time period(s) available for service switchover.
2. Dedicated Electrical Equipment Space. The main electric room shall be arranged to accommodate the new main switchboard, space for an additional (future) distribution section, new distribution board(s), new panelboard(s), space for 20% (not less than one) additional (future) panelboard(s), new fire alarm control panel, new lighting control equipment, and new additional equipment as required. Coordinate access and egress requirements. Electrical equipment dedicated space and working space will be in compliance with the NEC.
 - a. All electrical closets will be sized and laid out to accommodate the electrical equipment required and space for additional (future) panelboard(s). Coordinate locations for most efficient distribution. Electrical equipment dedicated space and working space will be in compliance with the NEC.
 - b. Provide conductors sized to prevent a voltage drop exceeding 3 percent to the farthest receptacle, mechanical equipment, light fixture, etc. The maximum total voltage drop on both the feeders and the branch circuits to the furthest load shall not exceed 5 percent.
3. Nonlinear Loads. In areas (including but not limited to open office spaces and NOC/ARNET) where nonlinear load type equipment predominates, such as computers, printers, uninterruptible power supply (UPS), motors with variable speed drives, electronic ballasts and dimmers and other similar loads, IEEE Std. 1100 "Power and Grounding Sensitive Electronic Equipment", and IEEE Std. 519 "Practices and Requirements for Harmonic Control in Electrical Power Systems" shall be used as design guides. Provide dedicated K-Rated transformers with appropriate K-Rating and dedicated panelboard with 200% rated neutral busses and feeders.
4. Provide grounding electrode system as called out in UFC 4-171-05 such that the resistance of any individual made electrode has a resistance to ground of 25 ohms or less and the overall grounding electrode system has a resistance to ground of 5 ohms or less. Ground the main electrical service switchboard ground bus to the metallic

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water service pipe and building structural steel. Distribution panels, panelboards shall be connected directly to the building service ground. The Telecommunications Main Grounding Busbar (TMGB) located in the main comm. Room (telephone service entrance room containing the Main Distribution Frame MDF) shall be directly connected to the main building grounding system. The remaining communications rooms fed from the main comm. room shall have their equipment racks grounded to a busbar within that room, that connects directly to the TMGB. A separate green ground conductor, sized per N. E. C. Table 250-95, shall be installed in all branch circuits, and feeders.

5. Main Switchboard. Provide a new main switchboard and distribution panels equipped with circuit breakers to serve panelboards, existing and new HVAC equipment, and other large loads. The main switchboard and distribution panels shall be provided with a copper bus.
 - a. The main switchboard will be service entrance rated and have the neutral bus connected to the ground bus by a properly sized main bonding jumper.
 - b. Switchboard shall be designed with a spare breaker capacity of at least 10%.
6. Panelboards. Locate in the main electric room, electrical closets, and out of the way corridors. Electrical equipment dedicated space and working space will be in compliance with the NEC.
 - a. Panelboards shall be located to minimize voltage drop, efficiently serve equipment, and provide system flexibility. Coordinate locations with other disciplines to avoid conflicts. Electrical equipment dedicated space and working space will be in compliance with the NEC.
 - b. Panelboards shall be designed with a spare breaker capacity of at least 10%.
 - c. Panelboard load separation requirements shall consist of separate distinct panels for lighting, miscellaneous power, HVAC, and computer load.
7. Provide conductors with type THHN/THWN insulation for conductor sizes #12 through 1/0, and type XHHW insulation for conductor sizes #2/0 and larger. All conductors shall be copper. All conductors shall be routed in conduit. Minimum conductor size shall be #12 AWG. MC cable or equivalent is not permitted for branch circuiting feeder distribution, or motor feeds, etc.

C. Motors.

1. Motor Efficiencies. Minimum motor efficiencies shall be either in accordance with Energy Star requirements or in accordance with DOE Buying Energy Efficient Products Recommendations (refer to www.eren.doe.gov/femp/procurement for recommended efficiencies). Provide premium efficiency motors where possible. Premium efficiencies shall meet or exceed the specifications of Baldor Super-E Products. Applications that require definite purpose, special purpose, special frame, or special mounted polyphase induction motors are excluded from these efficiency requirements.
2. 120-volt motors will be specified to have integral thermal overload protection when available. If integral thermal overload protection is not available, provide manual thermal overload starters. Provide combination motor starter–disconnect controllers for polyphase motors. Provide reduced voltage starters for motors over 25 HP. Coordinate type with motor design and starting torque requirements.
3. Provide disconnect switches for all motors and equipment in accordance with the NEC. Provide motor-rated toggle switches for 120-volt motors with integral thermal overload protection. The manual starter may serve as the disconnect means for 120 volt motors without integral thermal overload protection when properly located.

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Combination motor starter-disconnect controllers may serve as the disconnect means for polyphase motors when properly located. Provide additional non-fused disconnect switches within sight of the motor when the starter-disconnect cannot be placed within sight of the motor.

4. All new motors 1/2 HP and larger shall be specified 3-phase 208 volts.

D. Receptacles and Branch Circuits.

1. All existing receptacles, power connections and all associated conduit and wire, shall be removed.
2. All general-purpose receptacles shall be 20 amps, NEMA WD 1. Provide ground fault circuit interrupter receptacles (or circuit breakers) in bathrooms and outdoors. Provide new grounding type receptacles in existing locations and as directed by the using agency. Receptacles to be manufacturer's standard nylon face. Provide type 302, satin finish, and stainless steel coverplates.
 - a. Storage Rooms. Provide a minimum of one general-purpose 120 volt, 20-ampere duplex receptacle outlet in each room.
 - b. Offices, mechanical rooms and electrical rooms. Provide a minimum of one general-purpose receptacle on each wall. In offices where walls exceed 12 feet, provide an additional duplex receptacle for each additional 12 feet of wall or fraction thereof. Receptacle spacing shall not exceed 12 feet.
 - c. There shall be no more than 6 general purpose receptacles on one circuit and no more than 2 for dedicated computer load circuits.
3. Provide receptacles or power connections for utilization equipment included in the project as well as equipment furnished by the Government. Government furnished utilization equipment may include (but is not limited to) computers, fax machines, printers, photocopy machines, office equipment, vending machines, kitchen equipment, computer network equipment, security system equipment, card readers, motorized gates, general maintenance equipment, vehicle maintenance equipment, battery chargers, and military equipment.
4. Provide a GFI receptacle in elevator pit connected to mercury vapor light fixture. Elevator machine room shall contain one enclosed shunt trip circuit breaker for elevator motor connected to main switchboard, one enclosed circuit breaker for elevator car interior power, and one enclosed circuit breaker for power to car HVAC. The elevator installation shall comply with NFPA 101 and ANSI A17.1.
5. Provide disconnect and power connection to all overhead doors. Connection to motors and controls shall be per overhead door manufacturers recommendations.
6. Provide power connection to all HVAC and Plumbing equipment. Disconnects, Starters, Variable Frequency Controllers, Fused Disconnects, Motor rated overload protection switches, and single point connections shall be provided per equipment manufacturer's recommendation. Coordination with mechanical contractor is required.
7. Receptacles located in hazardous areas shall be mounted at a minimum of 18 inches above finished floor in vehicle maintenance, battery, and flammable storage areas. Electrical outlets, devices and equipment located in battery or flammable storage areas or mounted at or below 18 inches AFF in vehicle maintenance areas shall meet NFPA 70, Article 511, Class 1, Division 2.
8. Provide multi-outlet raceway above workbenches with receptacles 12 inches on center in computer (ARNET/NOC/RCAS), Armorer and electrical/communication/repair rooms. Provide a dedicated, isolated ground circuit for each multi-outlet raceway.

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9. Provide two quadruplex receptacles for each telephone rack and each data communications rack. Provide each of these receptacles with a dedicated neutral and ground.
 10. Workstations.
 - a. Provide each stand-alone, system or non-system furniture workstations with a quadruplex receptacle for computer loads (maximum of 2 computers (or 2 quads) per circuit). Provide 3 duplex receptacles per each non-system furniture workstation for misc. loads (maximum of 6 duplex per circuit). Computer circuits shall have dedicated neutrals and dedicated grounds.
 - b. Provide each group of four (or fraction thereof) modular, system furniture workstations with a ten (10) wire furniture feed consisting of a four (4) phases, (4) neutrals, and (2) grounds. Wire size shall be upsized in accordance with NEC Article 310-15(b).
 - c. Power feeds for all furniture connections (receptacles, power poles, columns, etc.).
 11. Provide dedicated 120v outlet in arms vault for dehumidifier.
 12. Provide dedicated 120v current for connects to electric hand dryers in all restrooms.
 13. All receptacle loads in offices and admin areas shall be wired with dedicated neutrals and shall be fed from separate panelboards not feeding lighting fixtures, mechanical equipment, general purpose outlets, and other miscellaneous loads. These office/admin panelboards shall be provided with 200% rated neutral busses and shall be fed with double sized neutral conductors into the panelboard. If these panelboards are fed from a 277/480V, 3-phase distribution, the contractor shall provide "k" rated transformers to step the voltage down to the 200% rated neutral panelboards.
- E. Exterior Lighting. Exterior lighting shall comply with state and local codes, IES recommendations, and UFC 4-171-05 Design: Guide for Army Reserve Facilities, dated 1 Nov 2003. POV parking area lighting for IES "enhanced security" level is required for this project. MEP area shall be provided with area security lighting with a 1.0 footcandles with a uniformity ratio of 8:1 (average-to-min). Provide IES "enhanced security" light levels on sidewalk at front of building.
1. The new lighting design shall have fixtures directed so it doesn't have direct glare across the property lines and shall limit spill light across the property line to the levels recommended by the International Dark Sky Association. The International Dark Sky Association, Model Lighting Ordinance, recommends the following horizontal light levels at eye level at the property line : (a) Areas of medium ambient light levels : urban residential areas = 2 lux (0.2 foot-candles) and (Areas with high ambient brightness, normally urban areas mixed residential and commercial use, a high level of nighttime activity = 6 lux (0.6 footcandles).
 2. The flagpole and exterior facility monument sign shall be properly illuminated.
 3. Exterior lighting fixtures (wall-packs, canopy lights) shall be removed and replaced, and a new time switch with photocell override control provided. Control shall be photo on/time off, time on/photo off.
 4. Existing POV and MEP area lighting shall be replaced with 400 watts metal halide lamp light fixtures. Lights shall provide a minimum of 1.0 footcandle for MEP and 0.5 footcandle for POV. Provide new poles and pole bases. Existing conduit is to be reused if condition is found to be suitable for new wire. Poles shall be brushed aluminum with polyester dark bronze powder paint.

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- F. Interior Lighting. Interior lighting shall comply with state and local building codes, International Building Code, the National Electric al Code, IES recommendations, and DG 1110-3-107.
1. All existing light fixtures shall be removed; all associated conduit and wire shall be removed.
 2. Provide a new lighting system consisting of: 2 foot x 4 foot, lensed, lay-in fluorescent light fixtures in non-exclusive offices, classrooms, corridors, toilets and general areas; 2 foot x 4 foot parabolic louver, lay-in fluorescent light fixtures in open office and exclusive office spaces; and guarded industrial fluorescent strip lighting in mechanical and storage rooms. The building directory shall be provided with a fluorescent source in the top panel.
 3. Efficiency. Interior lighting will be both efficient and color corrected. Color Rendering Index (CRI) of 85 or better and a standard lighting color of 3500 K are required. Minimum efficiency standards for lighting are as follows:
 - a. Fluorescent T-8 tubes, 4 feet and longer: 90 lumens/watt.
 - b. Fluorescent T-8 tubes less than 4 feet: 80 lumens/watt.
 - c. Compact fluorescent and other lamps: 50 lumens/watt.
 4. Lighting levels for the individual areas shall conform to those indicated in UFC 4-171-05 and IES recommendations. The light fixtures to be used for each functional area are scheduled in Appendix C. The fixtures scheduled represent the minimum quality and type for each functional area. Additional types of fixtures and fixtures of higher quality may be introduced as necessary to meet the design intent and to accommodate specific user needs.
 - a. In calculating footcandle levels, use the surface reflectances of the proposed finish materials or the values given in the Design Guide, whichever is lower.
 5. Batteries for emergency lighting fixtures and battery fluorescent ballasts shall have a minimum warranty of five years and a minimum expected battery life of 10 years.
 6. Battery fluorescent ballast shall provide a minimum of 1100 lumens continuously for 90 minutes.
 7. Provide emergency lighting per NFPA 101 utilizing battery fluorescent ballasts in rooms with lay-in fixtures and battery emergency lighting units in rooms without lay-in fixtures. Battery operated exit light shall be used. Exit signs shall be LED. All emergency and exit lights shall be connected to the room lighting circuit, ahead of any local switching. An emergency lighting fixture shall be installed in all mechanical rooms.
 8. The security light required outside the Arms Vault shall be vandal-resistant and shall be equipped with a backup power source. It shall not be switched.
 9. Light switches shall be 20 amp, 120/277 volt AC, specification grade, standard gray nylon face.
 10. Provide occupancy sensors per the Design Guide and MDS Standards.
 11. Provide type 302, satin finish stainless steel coverplates.
 12. Provide 120V mercury Vapor light fixtures in all elevator pits.
 13. Fluorescent High Bay fixtures utilizing T5 lamping shall be used in the Maintenance Bay.
 14. Provide emergency egress lighting throughout all paths of egress including on the exterior of the building at exit doors. Emergency lighting shall be such that failure of any individual lighting element will not leave the space in total darkness. Emergency lighting shall be in accordance with NEC Article 700.

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G. Fire Alarm System.

1. Existing fire alarm system is to be removed including all wiring and conduit associated.
2. Provide new Fire Alarm Control Panel (FACP), Remote Annunciator Panel (FAA), alarm initiating devices, alarm notification appliances, signaling devices, wiring, and testing in accordance with UFC 4-171-05, NFPA 72, NFPA 101 and UFC 3-600-1.
3. FACP: Provide a complete UL listed analog, programmable, addressable system with full control, supervisory, alarm, signal, display, and battery backup features in compliance with NFPA 72. Locate in the main electrical room. Comply with UFC 3-600-1. Comply with UL 864.
4. FAA: Provide a Remote Annunciator Panel that indicates alarm conditions by device and with alarm silence control. Locate in the main entrance lobby, unless directed otherwise by the Local Authority Having Jurisdiction.
5. Alarm Initiating Devices: Provide addressable alarm initiating devices in compliance with NFPA 72 including:
 - a. Double action manual pull stations located at main exit, exits adjoining assembly occupancies, and boiler room exit.
 - b. Photoelectric smoke detectors for fire-rated door hold-opens, fire shutter control, and one above the FACP.
 - c. Photoelectric duct smoke detectors in all HVAC main supply ducts when system is greater than 2000 cfm, and in return ducts when system is greater than 15000 CFM. Provide duct smoke detectors to control fire/smoke dampers. An alternative to duct smoke detection is area smoke detection of associated smoke compartments. This may be included in the design when more economical than multiple duct smoke detectors.
 - d. Supervision and monitoring of the fire sprinkler system if this design option is selected. Provide interface modules to properly supervise each fire protection service and sprinkler zone tamper switch and to properly monitor each fire protection service and sprinkler zone flow switch.
6. Notification Appliances: Provide audible and visual notification appliances in compliance with UFC 3-600-1 and NFPA 72 including:
 - a. A weatherproof alarm bell or horn located on the outside of the building at the fire protection water service "Siamese" connection in accordance with NFPA 13.
 - b. Alarm horns located in accordance with the Americans with Disabilities Act – Accessibility Guidelines (ADA-AG).
 - c. Visual notification appliances in common use spaces such as corridors, open office space, toilet rooms, break rooms, and similar spaces in accordance with the ADA-AG. Provide 110 candela strobes in the second floor admin common space of room 115A.
7. Signaling devices will typically include a telephone auto dialer with two dedicated telephone lines to communicate with a central station monitoring service. The Government is responsible for contracting for central station monitoring service.
8. Provide all fire alarm system initiation, notification, signal, and control wiring in conduit.
9. Alarm initiating devices will be connected to Signal Line Circuits (SLC), Style 5 or 6, in accordance with NFPA 72.
10. Alarm notification appliances will be connected to notification appliance circuits (NAC), Style Z, in accordance with NFPA 72.
11. Provide power to the FACP from a locking circuit breaker.

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12. Provide magnetic door holders at the locations indicated in the table in Part 5 Article Architectural Section of this document.
 13. Provide acceptance testing. Preliminary testing as required to complete and submit the Certificate of Completion, in accordance with NFPA 72. Final testing to complete and submit the Inspection and Testing Form, in accordance with NFPA 72.
 14. Provide a shunt trip in an enclosed circuit breaker for shutdown of the elevator upon activation of the flow switch in the sprinkler system. There shall be a 120v connection to a fire alarm voltage monitoring relay which is connected to the shunt trip device. The shunt trip shall also be connected to the fire alarm control panel through an isolation relay. All work shall be in accordance with NFPA 72.
 15. The control and annunciator panel must be capable of future expansion without the requirement for changes in hardware, software or components.
 16. The control and annunciator panel shall be modular, surface mounted in a steel cabinet, with hinged door and cylinder lock.
 17. The control and annunciator panel shall have an LED/LCD display panel which is clearly visible when the door is closed and mounted at eye level.
 18. Loss of power, including batteries shall not require the manual reloading of the program and upon restoration of power, startup shall be automatic and not require any manual operations.
 19. The system shall have battery backup power using sealed, rechargeable storage batteries mounted in a steel cabinet of matching finish, surface mounted below the control panel and capable of supplying standby power for 72 hours after ac power has been disconnected followed by supplying a 15 minute alarm period.
 20. The annunciator panel will be mounted conspicuously in the immediate vicinity of the main entrance lobby at a location agreed upon with the owner's Project Manager.
 21. The control panel will be capable of being centrally monitored and contain all hardware, software, and programming required to do so.
 22. The control panel installation will include EMT enclosed telephone wiring to accommodate 1 dedicated and 1 capture line from the panel to the main telephone terminating location in the facility. The wiring at the panel will be terminated at an RJ31X modular connector.
 23. The control panel will be equipped with surge protection for both the equipment connected to the ac connection and the 24-volt dc equipment as per NFPA 70.
 24. The control panel should be an Edwards EST3 system or its equivalent.
 25. Provide separate loops as such: a loop for pull stations, a loop for smoke and heat detectors, a loop for tamper, flow and pressure switches. The building shall also be split up into separate zones between the OMS, 115/115A, and the caged area.
- H. Communications – Information Technology (IT) and Telephone Systems.
1. The D/B contractor shall provide a turn-key IT and Telephone system including all wiring, outlets, infrastructure, boxes, raceways including cable tray as required, racks, backboards, patch panels, 110 blocks, patch cords, fiber optic switches, wire management, etc., for a complete and working system.
 - a. Investigate outside plant capacity and expansion requirements with the local service provider(s).
 - b. Design an outlet layout based on the final furniture plans.
 - c. Provide a receptacle next to each communication and data outlet and power to each modular furniture module as required.
 2. Telephone switch and handsets are not in contract.

Amendment #3

3. The local telephone provider is Verizon. The contractor shall coordinate with Verizon for service entrance cabling requirements prior to bid and shall include all associated costs.
 4. All telephone and data cable and jacks shall be Category 6.
 5. Provide a voice and data outlet per each pre-wired or non-wired furniture workstation. Contractor shall provide jacks in the pre-wired furniture.
 6. Each individual office shall be provided with 2 voice and 2 data jacks.
 7. Provide data jacks in all administrative areas for general purpose, fax machines, copiers, and printers.
 8. Jacks shall be Category 6, 8-position, and shall be wired for EIA/TIA 568A.
 9. Voice jack and cabling shall be color-coded green. Data shall be red. If more than 1 cable and jack are provided within a box, the second data cable and jack shall be yellow.
- I. Security Access.
1. Buildings shall be provided with a card key system conforming to the 77th RRC requirements. The card key system shall also be compatible with the Bid Option keypads at the front gates.
 2. Card key system shall be provided at the following locations: Training Center Vestibule 1, Vestibule 2, Vestibule 3, and OMS Building Office S-6. All doors with card keys shall also be equipped with balanced magnetic switches (door position switch)
 3. The intercom and push button station for control of MEP and POV entry gates shall be provided and located per owner.
 4. BMS (Door Contact Switches) – Shall be provided at all exterior and overhead door locations and shall report to the Card Key System.
 5. Provide all exterior doors with BMS (Door Contact Switch).
 - a. Electric Door Strikes: Coordinate with door hardware. Provide power and control wiring as required to support the selected entry control scheme.
 6. Provide hardware, software, wiring, devices, control interfaces, credential cards, and testing as required for a complete system acceptable to the Government.
- J. Special Requirements.
1. Provide public address system with amplifier, speakers, and microphone with stand in the Assembly Hall. Provide two microphone jacks at each end of space, and sufficient cord to allow flexibility in using the microphone. Provide paging mute input to interface with “Mass Notification Public Address” paging system. Provide AM/FM receiver with antenna, CD player and cassette deck.
 2. DOD is required to provide mass notification for new and existing buildings when required by UFC 4-010-01. Beginning with the fiscal year 2004 construction program, mass notification is required in all new inhabited buildings, including new primary gathering buildings and new billeting. Mass notification is required in existing primary gathering buildings and existing billeting when implementing a project exceeding the replacement cost threshold specified in UFC 4-010-01. Mass notification is recommended in other existing inhabited buildings when implementing a project exceeding the replacement cost threshold. Mass notification is required for leased buildings, building additions, and expeditionary and temporary structures (see UFC 4-010-01). Provide a “Mass Notification” (UFC 4-020-01) public address system with amplifiers, speakers, microphone, zone paging adapter to interface with telephone system, and paging mute output to interface with Assembly Hall public

Amendment #3

address system. The “Mass Notification” public address system shall be a single zone, all call system that annunciates in all occupiable spaces (including the OMS and MEP). The system shall be accessed via the telephone system by dialing a designated telephone extension. The public address system head end equipment and back up microphone shall be located in a rack, coordinate location with owner.

K. Emergency Generator.

1. There is an existing emergency generator on site, which has been given to the unit. The generator is an Onan, 250kw/312kva, 120/208v, 3-phase genset with a 1000a, 3-pole automatic transfer switch and a 250-gallon diesel fuel tank. The Model is OTC 41000C.
2. The emergency generator shall be hardwired for automatic transfer of loads. The contractor shall coordinate the loads, which will be supplied by the generator with the owner. Emergency loads shall be developed during the design phase. Loads shall not be in excess of generator capacity. Life safety equipment such as fire alarm, emergency lighting etc., is presently specified with integral battery back-up. The contractor shall coordinate the use of the genset for life safety loads, in lieu of integral battery back-up, with the owner. The load and distribution equipment on the emergency generator shall be adequately sized for the capacity of the generator. The contractor shall have Onan perform a gen sizing calculation. The contractor shall perform a safety run test and engine load run test in conformance with the Onan’s recommended test procedures.
3. Feed from generator shall be routed underground in rigid steel conduit.

PART 6 - ADDITIONAL PROJECT REQUIREMENTS

6.1 SUBMITTAL REGISTER AND SHOP DRAWING REVIEW AND APPROVAL

- A. The individual Specification Sections indicate the shop drawings and other submittals required for this Project. The Contractor shall prepare a Shop Drawing Submittal Register, in both electronic and hard copy format, for Government approval, using Form 4288.
- B. Following Submittal Register approval, the Contractor shall have all required submittals prepared and submitted to the Contractor’s designers-of-record, using Form 4025.
- C. The Contractor’s designers shall review the submittals and recommend Contractor approval or disapproval, designating one of the following three actions to be taken. Designers of record shall sign approved submittals.
 1. “Approved” – Straight approval only; items meet all requirements of the plans and specifications.
 2. “Approved as noted.” – Approved subject to corrections noted on the submitted data or the submittal form, which will result in compliance with all requirements of the plans and specifications.
 3. “Not approved – resubmit” – Items do not meet all requirements of plans and specifications; designer is to note reasons for disapproval on the submittal form.

Amendment #3

- D. Equipment or material that does not meet all requirements of the plans and specifications shall not be approved. Requests to substitute equipment or material may be considered by the Government only if proposed by the Contractor, and accompanied by:
 - 1. A written explanation describing all points in which it differs from the Project requirements.
 - 2. A written description of how its substitution will affect other items.
 - 3. The reason for the submittal.
 - 4. The amount of credit (or increase) in the construction contract amount should the Government approve the substitution.
- E. Contractor shall maintain an up-to-date copy of the Submittal register at all times, along with copies of all submittals and designer responses. Contractor shall promptly provide Government with two complete copies of all approved submittals, For Information Only (FIO).

6.2 WARRANTIES

- A. Required warranties are indicated in the Specifications. Contractors are encouraged to offer extended warranties on mechanical equipment and controls, roofing, and other items or systems, either as a part of their proposal (betterment) or an addition to the proposal cost. If Contractor offers as an addition to the proposal cost, such extended warranties will not be a part of the Government's evaluation and selection process.

6.3 PERMITS, AND REGULATORY AGENCY AND UTILITY COORDINATION

- A. The Contractor is responsible for making all applications and obtaining required municipal and regulatory agency coordination, reviews, permits, inspections and approvals, and is responsible for payment of any associated fees or charges. If Government information, signatures, names or addresses are required for applications, approvals or permits, the D/B Contractor is responsible for obtaining same. This is a Federal Government project; therefore some reviews, permits, inspections and approvals are not required. The D/B Contractor is responsible for identifying such requirements for a commercial project and verifying with the Government which of these will be waived.

6.4 GOVERNMENT REAL ESTATE FORM 1354

- A. The D/B Contractor shall assist the Contracting Officer in filling out the draft Form 1354, and associated equipment lists. The D/B Contractor shall assist the 77th RRC in verifying the categories and items to be included and in providing area and cost information required. Refer to Appendix A of this Section 01010, for a sample Form 1354.

6.5 PRESENTATION PHOTOGRAPHS

- A. Four sets of copies of "Before" and "After" construction digital photographs in "tif" format, on a CD and 8 1/2" x 11" color copies shall be provided by the D/B Contractor of the following areas:
 - 1. Exterior views

Amendment #3

- a. Approaching the site from the East
 - b. Approaching the site from the West
 - c. South elevation
 - d. North elevation
 - e. The Training Center Front Entry
 - f. The Training Center Employee Entry.
2. Interior views
 - a. Assembly Hall
 - b. Entry Lobby
 - c. Unit Common
 - d. Unit Exclusive Office
 - e. Classroom
 - f. Corridor
 - g. Unisex Toilet
 - h. Men's Toilet / Shower
 - i. Women's Toilet / Shower
3. Copies and CD to be distributed to
 - a. IMAAR – Fort McPherson, GA
 - b. Mary Ann Just / Mike Ryan, Louisville District Corps of Engineers
 - c. Raymond Scott, 77th RRC – Fort Totten, NY
 - d. Arthur Patterson, 77th ARIM Gen Engineer

CAVEN POINT USARC

*** SAFETY PAYS ***

JERSEY CITY, NJ

Amendment #3

APPENDIX 'A'

SAMPLE FORM 1354

*** SAFETY PAYS ***

CAVEN POINT USARC

JERSEY CITY, NJ

Amendment #3

APPENDIX 'B'

5034-R FUNCTIONAL SPACE DETAILS

CAVEN POINT USARC

*** SAFETY PAYS ***

JERSEY CITY, NJ

Amendment #3

APPENDIX 'C'

LIGHT FIXTURE SCHEDULE

Amendment #3

APPENDIX 'D'

FIRE PROTECTION / LIFE SAFETY CODE "DRAFT" SUBMITTAL
CODE DETERMINATIONS

CAVEN POINT USARC

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JERSEY CITY, NJ

Amendment #3

APPENDIX 'E'

FIRE FLOW DATA

CAVEN POINT USARC

*** SAFETY PAYS ***

JERSEY CITY, NJ

Amendment #3

APPENDIX 'F'

WEATHER DESIGN DATA

Amendment #3

APPENDIX 'G'

INTERIOR DESIGN REQUIREMENTS : There are in a separate file in the Amendment.

CAVEN POINT USARC

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JERSEY CITY, NJ

Amendment #3

APPENDIX 'H'

DRAWINGS

These are provided in a separate folder on the CD.

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*** SAFETY PAYS ***

JERSEY CITY, NJ

Amendment #3

APPENDIX 'I'

TOPOGRAPHIC SURVEY

To be provided by the D/B Contractor.

*** SAFETY PAYS ***

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JERSEY CITY, NJ

Amendment #3

APPENDIX 'J'

#1

GEOTECHNICAL

CAVEN POINT USARC

*** SAFETY PAYS ***

JERSEY CITY, NJ

Amendment #3

APPENDIX 'K '

LEAD BASED PAINT SURVEY

These are provided in a separate folder on the CD.

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JERSEY CITY, NJ

Amendment #3

APPENDIX 'L'

#1

SITE FACILITY SIGN DETAILS

See Attached

Amendment #3

APPENDIX 'M'

#2

STRUCTURAL ASSESMENT

There are in a separate file in the Amendment.

*** SAFETY PAYS ***

CAVEN POINT USARC

JERSEY CITY, NJ

Amendment #3

APPENDIX 'N'

#3

DESCRIPTION OF REAL PROPERTY

**Sidney B. Bowne
& Son, LLP**235 East Jericho Turnpike
Mineola, NY 11501
Phone: 516-746-2350
Fax: 516-747-1396
www.bownegroup.com**DESCRIPTION OF REAL PROPERTY
KNOWN AS****BLOCK 1500, LOT 23.01
OF THE CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY**

Being all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, Hudson County, State of New Jersey, said parcel being the Caven Point United States Army Reserve Center and being more particularly described as follows:

BEGINNING at a point on the northerly line of Chapel Avenue as it intersects with the westerly line of New Jersey State Highway Route 185 (unimproved). Said point being a found concrete monument and the **POINT OF BEGINNING** and also shown on a filed subdivision map entitled Port Liberte, Phase 3A, Tax Map Lots 21, 22, 23, 24, 25, Block 1500, Situated in City of Jersey City, Hudson County, New Jersey and dated 8/29/01.

THENCE from said **POINT OF BEGINNING** along the northerly line of Chapel Avenue N 45° 37' 46" W a distance of 774.75 feet to a rebar set in an old fence post;

THENCE N 37° 48' 39" E a distance of 678.70 feet to a found rebar with a cap;

THENCE N 45° 30' 35" E a distance of 379.44 feet to a fence footing;

THENCE S 54° 01' 54" E a distance of 400.30 feet to a found rebar;

THENCE along a curve to the left, in a southerly direction, having a radius of 1,161.00 feet a distance of 47.44 feet along the curve to a point. Said point being 0.3 feet westerly from a found concrete monument;

THENCE S 01° 32' 46" E a distance of 396.24 feet to a found concrete monument;

THENCE along a curve to the right, in a southerly direction, having a radius of 989.00 feet a distance of 775.28 feet along the curve to a found concrete monument;

THENCE continuing along the westerly line of New Jersey State Highway Route 185 (unimproved) the following three courses:

1. N 86° 50' 08" W a distance of 149.96 feet to a set concrete monument;
2. N 45° 31' 04" W a distance of 57.24 feet to a found concrete monument;
3. S 44° 28' 56" W a distance of 10.95 feet to the **POINT OF BEGINNING**.

The property, as described, bounds an area of 881,373 sq. ft. or 20.23 acres more or less.

The property is also described as:

BEGINNING at a point on the northerly line of Chapel Avenue as it intersects with the westerly line of New Jersey State Highway Route 185 (unimproved). Said point being a found concrete monument having coordinates in the New Jersey Transverse Mercator State Plane Coordinate System, North American Datum 1983 of N-677,189.21 feet and E-608739.91 feet and shown on a filed subdivision map entitled Port Liberte, Phase 3A, Tax Map Lots 21, 22, 23, 24, 25, Block 1500, Situated in City of Jersey City, Hudson County, New Jersey and dated 8/29/01 and also the POINT OF BEGINNING.

THENCE from said POINT OF BEGINNING along the northerly line of Chapel Avenue N 45° 31' 20" W a distance of 774.69 feet to a rebar set in an old fence post;

THENCE N 37° 55' 05" E a distance of 678.65 feet to a found rebar with a cap;

THENCE N 45° 37' 01" E a distance of 379.41 feet to a fence footing;

THENCE S 53° 55' 28" E a distance of 400.27 feet to a found rebar;

THENCE along a curve to the left, in a southerly direction, having a radius of 1,160.91 feet a distance of 47.44 feet along the curve to a point. Said point being 0.3 feet westerly from a found concrete monument;

THENCE S 01° 26' 20" E a distance of 396.21 feet to a found concrete monument;

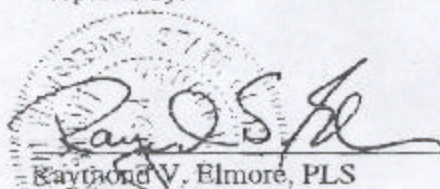
THENCE along a curve to the right, in a southerly direction, having a radius of 988.92 feet a distance of 775.22 feet along the curve to a found concrete monument;

THENCE continuing along the westerly line of New Jersey State Highway Route 185 (unimproved) the following three courses;

1. N 86° 43' 42" W a distance of 149.94 feet to a set concrete monument
2. N 45° 24' 38" W a distance of 57.24 feet to a found concrete monument;
3. S 44° 35' 22" W a distance of 10.95 feet to the POINT OF BEGINNING.

The property, as described, bounds an area of 881,227 sq. ft. or 20.23 acres more or less.

Prepared by:



Raymond V. Elmore, PLS

Land Surveyor

New Jersey License Number 24193

3/22/04

Date Signed

*** SAFETY PAYS ***

CAVEN POINT USARC

JERSEY CITY, NJ

Amendment #3

APPENDIX 'O'

#3

ASBESTOS ANALYTICAL DATA REPORT

FORT MONMOUTH ENVIRONMENTAL TESTING LABORATORY

DIRECTORATE OF PUBLIC WORKS

PHONE: (732) 532-4359 FAX: (732) 532-6263

WET-CHEM - METALS - ORGANICS - FIELD SAMPLING

CERTIFICATIONS: NJDEP #13461, NYSDOH #11699



ANALYTICAL DATA REPORT Fort Monmouth Environmental Laboratory ENVIRONMENTAL DIVISION Fort Monmouth, New Jersey PROJECT: 77th Environmental Division

Caven Point, NY

Field Sample Location	Laboratory Sample ID	Matrix	Date and Time of Collection	Date Received
Bldg. 115 West Side of Roof	4045601	Solid	03-June-04	06/09/04
115a NE Side of Roof	4045602	Solid	03-June-04	06/09/04
115a East Roof	4045603	Solid	03-June-04	06/09/04
Bldg. 115 East Roof	4045604	Solid	03-June-04	06/09/04
East Bldg. East in Upper Roof	4045605	Solid	03-June-04	06/09/04
East Bldg. West in Lower Roof	4045606	Solid	03-June-04	06/09/04
E. Bldg. E. Lower (N) Roof	4045607	Solid	03-June-04	06/09/04
E. Bldg. West Upper Roof	4045608	Solid	03-June-04	06/09/04
Bldg. 204 Roof	4045609	Solid	03-June-04	06/09/04
Janitor Closet Floor Tile	4045610	Solid	03-June-04	06/09/04
C. Area Floor Tile	4045611	Solid	03-June-04	06/09/04

ANALYSIS: EMSL ANALYTICAL, INC. ASBESTOS

ENCLOSURE:
INVOICE
CHAIN OF CUSTODY
RESULTS


Daniel Wright/Date
Laboratory Director

6-21-04

Fort Monmouth Environmental Testing Laboratory

040410460

Bldg. 173, SELEF-PW-EV, Fort Monmouth, NJ 07703

Tel (732)532-4359 Fax (732)532-6263 EMail:wrightd@mail1.monmouth.army.mil

NJDEP Certification #13461

Chain of Custody Record

Customer: US Army 77th		Project No:		Analysis Parameters		Comments:	
Phone #: (718) 352-2092		Location: CAVEN PT.					
() DERA () OMA () Other:							
Samplers Name / Company:	Sample Location	Date	Time	Sample Type	#		
LIMS/Work Order #							
H045601	Bldg 115 West side of roof	6/3/04	—	Solid	1	Asbestos PLM	
02	115g NE side of roof	6/3/04		Solid	1	Asbestos PLM	
03	115g East roof	6/3/04		Solid	1	Asbestos PLM	
04	Bldg 115 East roof	6/3/04		Solid	1	Asbestos PLM	
05	EAST BLDG. EAST ROOF	6/3/04		Solid	1	Asbestos PLM	
06	EAST BLDG. WEST ROOF	6/3/04		Solid	1	Asbestos PLM	
07	E. Bldg. East (N) roof	6/3/04		Solid	1	Asbestos PLM	
08	E. Bldg. West (N) roof	6/3/04		Solid	1	Asbestos PLM	
09	Bldg 204 roof	6/3/04		Solid	1	Asbestos PLM	
10	Antenna client floor tile	6/3/04		Solid	1	Asbestos PLM	
11	Controlling Area floor tile	6/3/04		Solid	1	Asbestos PLM	
Relinquished by (signature):		Date/Time:	Relinquished by (signature):	Date/Time:	Relinquished by (signature):	Received by (signature):	
Redmond Marona		4/10/04 3:10	J. Wright	6/14/04	6/14/04	Received by (signature):	
Relinquished by (signature):		Date/Time:	Relinquished by (signature):	Date/Time:	Relinquished by (signature):	Received by (signature):	
						Received by (signature):	
Report Type: () Full, () Reduced, () Screen / non-certified, () JEDD		Remarks:		Test All (3) samples			
Turnaround time: () Standard 3 wks, () Rush 4 Days, () ASAP Verbal Hrs.							

SAMPLES ACCEPTED FOR ANALYSIS BY EMSL ANALYTICAL INC Page 1 of 1

06-14-04 A09:50 RCVD

us army 77th.XLS11/5/2003

print legibly

EMSL Analytical, Inc.

2501 Central Parkway, Suite C-17, Houston, TX 77092

Phone: (713) 686-3636 Fax: (713) 686-3645 Email: houstonlab@emsl.com**EMSL**

Attn: ROBERT MORACE
Fort Monmouth Environmental Laboratory
Bldg. 173 SELF-PW-EV
Fort Monmouth, NJ 07703

Fax: (732) 532-6263

Phone: (732) 532-4359

Project: US Army 77th, Caven Pt.

Customer ID: FMET63

Customer PO:

Received: 06/14/04 9:53 AM

EMSL Order: 150401899

EMSL Proj:

Analysis Date: 6/15/2004

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Location	Appearance	Treatment	Non-Asbestos		Asbestos
				% Fibrous	% Non-Fibrous	% Type
4045601A 150401899-0001		Black Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected
4045601B 150401899-0002		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045601C 150401899-0003		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045602A 150401899-0004		Black Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected
4045602B 150401899-0005						Not Submitted
4045602C 150401899-0006						Not Submitted
4045603A 150401899-0007		Black Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045603B 150401899-0008		Yellow Fibrous Homogeneous	Teased	95% Glass	5% Non-fibrous (other)	None Detected
4045603C 150401899-0009		Black Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected

Analyst(s)

Michelle Leggett (32)


 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client.

Analysis performed by EMSL Houston (NVLAP #102106-0), TX 30-0159

EMSL Analytical, Inc.

2501 Central Parkway, Suite C-17, Houston, TX 77092

Phone: (713) 686-3635 Fax: (713) 686-3645 Email: houstonlab@emsl.com

EMSL

Attn: ROBERT MORACE
Fort Monmouth Environmental Laboratory
Bldg. 173 SELF-PW-EV
Fort Monmouth, NJ 07703

Customer ID: FMET63
Customer PO:
Received: 06/14/04 9:53 AM

Fax: (732) 532-6263 Phone: (732) 532-4359

EMSL Order: 150401899

Project: US Army 77th, Caven Pt.

EMSL Proj:

Analysis Date: 6/15/2004

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Location	Appearance	Treatment	Non-Asbestos		Asbestos
				% Fibrous	% Non-Fibrous	% Type
4045603D 150401899-0035		Gray Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected
4045604A 150401899-0010		Black Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected
4045604B 150401899-0011		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045604C 150401899-0012		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045605A 150401899-0013		Black Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected
4045605B 150401899-0014		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045605C 150401899-0015		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045606A 150401899-0016		Black Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected
4045606B 150401899-0017		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected

Analyst(s)

Michelle Leggett (32)

Michelle Leggett
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client.

Analysis performed by EMSL Houston (NVLAP #102106-0), TX 30-0158

EMSL Analytical, Inc.

2501 Central Parkway, Suite C-17, Houston, TX 77092

Phone: (713) 686-3636 Fax: (713) 686-3645 Email: houstonlab@emsl.com

EMSL

Attn: ROBERT MORACE
Fort Monmouth Environmental Laboratory
Bldg. 173 SELF-PW-EV
Fort Monmouth, NJ 07703

Fax: (732) 532-6263 Phone: (732) 532-4359

Project: US Army 77th, Caven Pt.

Customer ID: FMET63

Customer PO:

Received: 06/14/04 9:53 AM

EMSL Order: 150401899

EMSL Proj:

Analysis Date: 6/15/2004

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Location	Appearance	Treatment	Non-Asbestos		Asbestos
				% Fibrous	% Non-Fibrous	% Type
4045606C 150401899-0018		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045607A 150401899-0019		Black Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected
4045607B 150401899-0020		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045607C 150401899-0021		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045608A 150401899-0022		Black Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected
4045608B 150401899-0023		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045608C 150401899-0024		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
4045609A 150401899-0025						Not Submitted
4045609B 150401899-0026		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected

Analyst(s)

Michelle Leggett (32)



or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client.

Analysis performed by EMSL Houston (NVLAP #102106-0), TX 30-0159

EMSL Analytical, Inc.

2501 Central Parkway, Suite C-17, Houston, TX 77092

Phone: (713) 686-3636 Fax: (713) 686-3645 Email: houstonlab@emsl.com**EMSL**

Attn: ROBERT MORACE
 Fort Monmouth Environmental Laboratory
 Bldg. 173 SELF-PW-EV
 Fort Monmouth, NJ 07703

Fax: (732) 532-6263 Phone: (732) 532-4359

Project: US Army 77th, Caven Pt.

Customer ID: FMET63

Customer PO:

Received: 06/14/04 9:53 AM

EMSL Order: 150401899

EMSL Proj:

Analysis Date: 6/15/2004

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Location	Appearance	Treatment	Non-Asbestos		Asbestos
				% Fibrous	% Non-Fibrous	% Type
4045609C 150401899-0027		Brown Fibrous Homogeneous	Teased	40% Cellulose	60% Non-fibrous (other)	None Detected
40456010A-floor tile 150401899-0028		Tan Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected
40456010B-mastic 150401899-0029		Black Non-Fibrous Homogeneous	Teased		90% Non-fibrous (other)	10% Chrysotile
40456011A-floor tile 150401899-0031		Tan Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected
40456011B-mastic 150401899-0032		Yellow Non-Fibrous Homogeneous	Teased		100% Non-fibrous (other)	None Detected

Analyst(s)

Michelle Leggett (32)

or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client.

Analysis performed by EMSL Houston (NVLAP #102106-0), TX 30-0159

THIS IS THE LAST PAGE OF THE REPORT.

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SECTION 01011

OPTIONAL STATEMENT OF WORK ITEMS

PART 1 - GENERAL OPTIONS DESCRIPTION

1.1 DESIGN OBJECTIVES

- A. The objective of these options is to provide the maximum amount of renovation for the contractual dollars available. These options will be used to bring the successful bidders dollars to the maximum level of construction dollars available.
- B. These options are additive in nature to the base bid and may be selected in any order.
- C. These options will be combines with the base bid and used to determine the best value for the Government when selecting the successful Design Build Contractor. Refer to Sections 00115 and 00130 to determine the selection process and selection criteria.
- D. All the general requirements in the rest of this specification apply to the option items listed below. In particular, the design references listed in Section 01010.

1.2 DESIGN/BUILD (D/B) CONTRACTOR RESPONSIBILITY

- A. The D/B Contractor is to provide all labor, materials, equipment, supplies, permits, fees, and consultant services to design and construct these options.
- B. The D/B Contractor shall provide pricing information on each option separately as shown on the Bid Schedule.
- C. The D/B Contractor's design professionals (architect/engineers/designers) shall be the designers of record for these optional items. They must take full responsibility for the design and must satisfy themselves that these design options meet regulatory and professional standards.

PART 2 - OPTIONAL BID ITEMS

2.1 NEW SLOPED SHINGLED ROOFS

- A. Provide pitched roof for buildings 115, 198 and 204 of this facility. The roofs shall have a minimum pitch of 4:12 or 5:12. Provide new 2 ply modified roofing system for building 115A. Refer to SECTION 01010, PART 5, GENERAL CRITERIA regarding the modified roof.

- B. Roofs must be covered with 40-year dimensional shingles with a 5-year minimum installer's warranty.
- C. Follow Design Guide UFC 4-171-05, Appendix 'K'.
- D. The D/B Contractor shall provide a structure to support the new roof system and shall coordinate the requirements for this system with the existing building's structural capacity.
- E. Roof ventilation shall meet the requirements of the shingle manufacturer.
- F. Protect the existing roof insulation while constructing the new roof, avoiding water or physical damage to the existing building.
- G. Extend mechanical systems as necessary to accommodate the pitched roof system.
- #2 H. Roof insulation shall have a minimum R-Value of 30.

2.2 COMPLETE KITCHEN

- A. The complete kitchen shall be located in the academy office and assembly hall area.
- B. The complete kitchen shall be designed based on the kitchen shown in UFC 4-171-05. Equipment shall be priced in two separate categories. Refer to Bid Schedule and Spec section 11400 for items that are bid MCAR and OMAR funded.
- C. There shall be a dedicated 42 pole 120/208 panel with trapeze mounted transformer for the kitchen located in the kitchen storage area. Electrical equipment dedicated space and working space will be in compliance with the NEC.
- D. All general-purpose receptacles in kitchen shall be 20 amps, NEMA WD 1. Provide ground fault circuit interrupter receptacles (or circuit breakers) in kitchens. Receptacles to be manufacturer's standard nylon face. Provide type 302, satin finish, and stainless steel coverplates.
- E. Provide receptacles or power connections in kitchen for utilization equipment included in the project as well as equipment furnished by the Government.
- F. Receptacles located in kitchen shall be designed to meet all MDS standard kitchen equipment.
- G. Provide power connection to all HVAC and Plumbing equipment required in kitchen. Disconnects, Starters, Variable Frequency Controllers, Fused Disconnects, Motor rated overload protection switches, and single point connections shall be provided per equipment manufacturer's recommendation. Refer to mechanical section for design criteria. Coordination with mechanical contractor is required.
- H. Provide a new lighting system in kitchen, scullery, and food storage consisting of: 4 foot fluorescent wet location fixtures. Contractor shall design for 70 footcandles at the work surface. Provide emergency lighting per NFPA 101 utilizing battery fluorescent ballasts in the kitchen.

- I. Mechanical systems for the kitchen shall meet the requirements of the Reserve facilities Design Guide and MDS standards.
- J. A fire protection suppression system is provided for the hoods. The contractor shall make connection to the fire alarm control panel in accordance with NFPA 72 and the International Building Code.
- K. Provide range hood and associated exhaust air and makeup air systems. Provide ancillary exhaust hoods and exhaust systems. In the kitchen area to be renovated, remove the existing systems including ductwork and accessories and provide a new roof or exterior mounted natural gas fired makeup air unit interlocked to operate during hood operation. The kitchen area will be maintained slightly negative with respect to the surrounding rooms. Comply with NFPA 96 for ventilation and fire protection of kitchen equipment. Coordinate placement of the new makeup air unit with the roof membrane, flashing and other roofing system elements. Provide hoods over dishwasher, serving line and other elements in accordance the revised kitchen layout and per UFC 4-171-05. Cooking hood shall be compensating air type, with makeup air delivered outside the hood envelope, not the short-circuit type.
- L. Kitchen shall be completely upgraded to meet current size requirement and UFC 4-171-05 Design: Guide for Army Reserve Facilities, dated 1 Nov 2003. Plumbing work will include new plumbing piping throughout, including hot and cold domestic water systems, new DWV systems, grease trap to serve the kitchen facility, connections to new kitchen equipment, sinks, hand wash sink, floor drains, including open receptacles, new water heater and water heater booster system. Provide 180-degree water to the dishwasher, and to a sanitizing compartment of new scullery sinks.
- M. Provide a telephone and data connection in the kitchen office.

2.3 NEW LOADING RAMP

- A. Provide bi-level loading ramp with reinforced concrete foundations, retaining walls, and slab on grade.
- B. Ramps shall provide 42" and 48" difference in grade elevation, respectively.
- C. Slope of ramps shall not exceed 1" per foot.
- D. A flat portion of the slab on grade, at least 20' in length, shall be provided at the top of each ramp.
- E. Locate ramp in rear MEP parking lot such that large truck and tractor/trailers can easily maneuver and access the loading ramp. Final location to be approved by the User through the Contracting Officer.
- F. Ramp shall be designed for AASHTO HS-20 loading, or the required loading as determined by the 77th.

- #2 G. Provide guards as required by code.

2.4 REPLACEMENT WASHRACK

- A. Provide a dedicated 120 volt, 20 amp, 1 pole circuit at the washrack. The circuit shall feed a weather-proof, 20 amp, duplex, ground fault circuit interrupter receptacle with an in-use cover. The receptacles shall be mounted on a unistrut structure.
- B. The new wash rack shall be in the same general location and configuration as the existing wash rack on site. The existing wash rack shall be removed.
- C. Provide a new oil/water separator in the same general location and configuration as the existing oil/water separator. The existing oil/water separator shall be emptied, cleaned and removed in accordance with all Federal, State, and local regulations.
- D. The wash rack will be connected to the oil/water separator, which is connected to the on-site sanitary sewer system.
- E. The D/B Contractor shall verify the existing location, points of connection, and general configuration of the existing wash rack and its components.
- F. The D/B Contractor will verify with the User of the adequacy and configuration of the wash rack.
- G. The new wash rack will be sized and designed for the current facility needs. Based upon discussions with the User.
- H. The wash rack will be provided with a convenience hose bibb for connection to a hose or to a portable pressure washer. The hose bibb shall be freeze proof. The hose bibb will be located underground in a utility box flush with the pavement, or above ground in a location not subject to vehicular traffic. If the hose bibb is placed aboveground, it shall be provided with concrete filled steel guard posts.

2.5 NEW GRAND ENTRANCE RENOVATION

- A. Coordinate materials, finishes and colors with existing building. New materials shall be introduced to accentuate the entrance.
- B. The design for the new entrance shall be determined by the D/B Contractor and approved by the Government.
- C. Incorporate building signage in the design.
- D. Provide for adequate daylighting.
- E. Provide access complying with ADA Standards.
- F. Provide handrails complying with ADA standards.

- G. Remove second floor concrete stairs, landings, steel handrails and a portion of the second floor to create a two-story entrance lobby. Repair second floor area as needed.
- H. Replace VCT with porcelain tile, quartz tile or comparable material.
- I. Fur out existing CMU walls and add gypsum board, finish and paint.
- J. Provide new entrance into Room #124 from northwest corner of Lobby.
- K. Provide new lighting within the vestibule of the new grand entrance. Provide emergency egress lighting on interior and on exterior of entry in accordance with NEC Article 700.

2.6 NEW LANDSCAPING

- A. This option is for landscaping associated with the new facility upgrade, including trees, bushes, ground covers, perennials, edging, ornamental covers and mulch. The Base contract will provide grass in turf areas.
- B. The Base contract will provide berms between the new POV parking lot and the buildings. This option will provide landscaping on those berms.
- C. This option will also provide landscaping near the entrances to the facility along the roadways.
- D. Landscape material and placement shall conform to UFC 4-010-01 DoD Minimum Antiterrorism Standards.
- E. All landscape items shall be low maintenance and shall not require irrigation once established.
- F. The landscaping will be designed by a registered Landscape Architect familiar with the Jersey City – Newark, New Jersey climate and conditions. Landscape material shall be compatible with the location.
- G. The landscape design shall be designed to provide a pleasant attractive entrance and appearance from the streets and parking lot. Landscaping is not required in the rear of the facility or in the MEP parking lot areas.

2.7 MOBILE KITCHEN EQUIPMENT PAD

- A. Construct Mobile Kitchen Equipment Pad (MKT) complete with Non-Freeze hot and cold water hose connections, sanitary drain with trap and cover, and electrical connections.
- B. The pad shall be constructed of reinforced concrete with a minimum dimension of 20 feet by 20 feet. The pad shall be provided with a stone base.

- C. The pad shall be located in the rear of the facility near the door to the kitchen/dining area. Existing bituminous and aggregate pavement must be removed to accommodate the new pad.
- D. The exact location and configuration of the kitchen pad shall be coordinated and approved with the facility user.

#3

2.8 ENERGY MANAGEMENT SYSTEM UPGRADE

- A. In addition to the basic building controls, provide a DDC based EMCS system with capacity to monitor the overall buildings in this project, a central console/operators station in this facility, and also report remotely to the 77th RRC. System shall be compatible with existing 77th RRC system, **such as Honeywell “XBS” or Johnson Controls “METASYS”**, not a replacement or side-by-side installation with it. Meet with 77th RRC to determine their system requirements. Refer to Section 01011 for the Options and their descriptions.
 - 1. Provide a new software resident Direct Digital Control (DDC) system with personal computer interface located in a facility maintenance room selected by the 77th RRC. The new DDC system shall be from an established temperature control manufacturer with a minimum of 5 years experience with similar projects and shall have a representative within a 200 mile radius of the site. The Temperature Control Contractor shall provide references of recent projects with points of contacts to the Contracting Officer for review and acceptance.
 - 2. Incorporate all new systems and equipment into the new DDC control system.
 - 3. Provide training to allow building maintenance personnel to operate and reprogram the DDC locally, without DDC manufacturer service calls.

PART 3 - ADDITIONAL GENERAL OPTION REQUIREMENTS

3.1 GENERAL REQUIREMENTS

- A. The Project options shall be designed and constructed using English units of measurement.
- B. The Technical Specifications Divisions 2 through 16 are provided in outline format. They shall be utilized as design criteria and minimum standards for the corresponding optional scope of work items, and shall be met or exceeded unless the D/B Contractor obtains specific Government approval for proposed reductions. These outline specifications contained in this package serve as a guide. The intent is to convey the Government’s minimum requirements and level of established quality. The D/B Contractor is to maximize the use of product cut sheets and notes placed on design drawings, identifying significant elements and equipment designations. All sections provided may not be used, and the D/B Contractor’s

architect/engineers/designers shall provide to their subcontractors any additional direction or specification items or sections if necessitated by their final design or RFP requirements. The standards referenced in the outline specification establish minimum requirements for the final construction.

AMENDMENT NO. 003

SECTION 01021

DESIGN SUBMISSION REQUIREMENTS AFTER AWARD

PART 1 GENERAL

1.1 INTRODUCTION

This section contains information needed after the successful Offeror has been selected. The information contained in this section applies to the design required for the USARC/OMS at Caven Point, New Jersey.

DESIGNER OF RECORD

The Design/Build Contractor shall identify, for approval, the Designer of Record for each area of work. One Designer of Record may be responsible for more than one area. All areas of design disciplines shall be accounted for by a listed, Professional Registered Designer of Record. The Designers of Record shall stamp, sign, and date each design drawing under their responsible discipline for final construction documentation stage. Designers of Record shall either be contracted directly by the Prime Contractor or an employee of a design firm that is contracted directly by the Prime Contractor. The Designer of Record shall not be an owner, employee, agent, or consultant of a construction sub-contractor hired for this project.

PART 2 – (Not Applicable)

PART 3 - EXECUTION

3.1 CONTRACTOR DESIGN REQUIREMENTS AFTER AWARD

a. The Contractor shall design and detail a complete and useable facility before construction begins. Fast track design and construction will not be permitted on this project. The Contractor shall design and construct the facility in Imperial (English) units.

b. The design shall consist of four submittals, as required in the **U.S. Army Reserve Design Process and Submittal Requirements Manual** (website <http://bc.cecer.army.mil/mds/>). These submittals are the Charette Design Phase, the Interim Design Phase, the Final Design Phase, and the Corrected Final Design Phase. The certified final design is when ALL review comments have been addressed, incorporated into the design, and the final design has been approved, and ready for construction.

- c. The submittals shall include specifications, drawings, design analysis, permit applications, confirmation notices and submittal registers. The government will assist the contractor in finalizing the DD1354. The complete requirements for each submittal is described in the **U.S. Army Reserve Design Process and Submittal Requirements Manual**.
- d. The design shall be completed in accordance with the codes and standards itemized in this RFP.

3.2 SUBMISSION OF DESIGN DOCUMENTS

- a. The Contractor shall submit design documents with cover letter by overnight mail in accordance with the requirements of this section. The letter shall indicate the project name, due date of comments, and where to send the comments. All drawings shall be half-size. Specifications, submittal register, design analysis and other technical information shall be bound.
- b. **The Predesign Meeting and each Design Review Meeting will be held at the Caven Point Army Reserve Center.** The design reviews will be held to discuss review comments on the Charette, Interim, and Final Design Submittals.
- c. Design Reviews shall not be taken as an approval and does not relieve the Contractor from responsibility for compliance with the RFP solicitation, Code Regulations, or betterments listed with the contractor's proposal or identified during proposal evaluation.
- d. Once the Government has reviewed and approved the contractor's final design, no further changes to the design shall be made without the written approval of the Government. All costs for submitted variances, after Final Design Approval, shall be borne by the Contractor at no cost to the Government.

3.3 GENERAL DESIGN REQUIREMENTS

- a. The Contractor is required to independently prepare and submit for approval a complete Design. The Contractor's Design Professionals shall independently confirm and be responsible for the technical accuracy and adequacy of all aspects of the project design.
- b. The project design shall include the items listed in paragraph 3.1.
- c. The submission requirements outlined herein are the MINIMUM requirements necessary.
- d. Document quantities and delivery addresses are specified at the end of this specification section. Quantities and addresses apply for each submittal.
- e. Not Used.

f. Not Used.

g. CADD Requirements

(1) All drawings shall be in AutoCAD 2000 or newer.

(2) Provide a separate electronic drawing file for each project drawing. Each file shall contain all the data for one complete drawing, including the date and border. Each drawing file must be completely independent of any data in any other file. Drawing files with external references such as reference file attachments or special fonts will not be acceptable. All displayable graphic elements on all levels of the drawing file must be part of the project drawing image. The drawing file may not contain any graphic element that is not part of the drawing image.

(3) Provide a list of all drawings in the set of project drawings together with the name of the electronic file that contains the data for each drawing.

(4) Submitted hard copy drawings must be plotted directly from the electronic file.

h. Specifications and Reports

(1) Provide project specifications and reports in a single electronic document file in Microsoft Word (version 7.0), Windows 98, or NT format. The complete document: including title sheet, table of contents, submittal checklist, and all specification sections; must be assembled into a single electronic document in Word format.

(2) Provide independent page numbering for each specification section. The page number shall incorporate the specification section number (e.g. 15000-1).

(3) Submitted hard copy documents must be printed directly from the electronic file.

i. Electronic Data

(1) Electronic data of all design documents must be provided with the Certified Final Design documents. Data shall be on CD ROM 5-1/4 inch disc.

(2) All furnishings' data including interior signage is to be provided in Microsoft Excel spreadsheet.

j. Submittal Register: The contractor will be required to prepare a Submittal Register Engineering Form 4288 identifying all construction submittals. Each submittal item shall be identified and coded

in accordance with Section 01331. A completed Engineering Form 4288, approved by the Contracting Officer, will be required prior to commencement of construction.

3.4 SUBMITTAL REQUIREMENTS

3.4.1 Design Phase

All design submission requirements are defined in the **U.S. Army Reserve Design Process and Submittal Requirements Manual**. Each discipline is provided the requirements for the Charette, Interim, Final, and Corrected Final Design Submittals. All aspects will be followed, except for the requirement to design the project using the Modular Design Software (MDS). The only requirement is to design the project in AutoCAD version 2000, or newer version.

a. The Charette Design Phase is defined in the **U.S. Army Reserve Design Process and Submittal Requirements Manual, Paragraph 2.4. The deliverables for this phase are described in Paragraph 2.4. of the Manual.** The decisions from the Charette Review Meeting will be incorporated into the Interim Design Submittal. It is not necessary to provide a corrected charette design phase document.

#3

b. The Interim Design Phase is defined in the **U.S. Army Reserve Design Process and Submittal Requirements Manual, Paragraph 2.5. The deliverables for this phase are described in Paragraph 2.5. of the Manual. Incorporate all approved charette submittal comments into the design.**

#3

c. The Final Design Phase is defined in the **U.S. Army Reserve Design Process and Submittal Requirements Manual, Paragraph 2.6 The deliverables for this phase are described in Paragraph 2.6. of the Manual.** This submittal shall designate what equipment manufacturers the contractor plans to use for all pieces of equipment.

d. The designer is responsible to respond to all comments and incorporate all appropriate comments (as determined by the LRL Project Engineer), generated as a result of the final review meeting. As part of the **Backcheck**, the designer shall mark two sets in red, with the reviewer's name and comment number, indicating the corrections have been made as a result of the review comment. The Louisville District Corps and the New York District Corps will perform a backcheck of comments on these red-lined sets. Once all comments are satisfactorily resolved, the Corrected Final Design may be distributed.

e. The Corrected Final Design Phase is defined in the **U.S. Army Reserve Design Process and Submittal Requirements Manual, Paragraph 2.7**, shall be considered a formal submittal to all reviewers. This submittal shall incorporate the review comments in the submittal and become the final product for construction.

- f. The Comprehensive Interior Design (CID) and Structural Interior Design (SID) submittals shall follow these documents:

**All documents contained in Appendix G of this Solicitation
U.S. Army Reserve Design Process and Submittal Requirements Manual
(located at <http://bc.cecer.army.mil/mds/>)**

Note: The furniture will be GFGI (government furnished-government installed). The contractor will be responsible for all power, data, and voice hookups.

- *3 It is recommended that the Contractor's interior designer contact Denise Seamon (502-315-6899) of the Louisville Corps of Engineers, after contract award but prior to beginning development of the CID, to coordinate CID submission requirements. The Government believes such coordination will minimize Contractor effort required to develop the CID.**

***3**

g. Comments will be input into a web based system called DR CHECKS. The Contractor will be given access to this system and will be required to respond to all comments in the program. The Contractor shall print and distribute review sets as shown on the attached list and be prepared to discuss the comments and preliminary responses at the review meeting for each part of the design. The Contractor will keep the minutes of the meetings and forward the minutes and annotated comments to all reviewers within 14 days of the meeting. The annotations will be detailed enough to indicate exactly what the Contractor will do to comply with the comments. The contractor shall assemble the comments received into a complete package. The complete package of comments and responses shall be transmitted to all offices that received the design submitted.

h. The Government's review is not to be considered a quality control review; the contractor shall provide his own internal quality control as required by contractor Design Quality Controls Plan before the design is submitted to the Government. It is very important the contractor's entire team agrees with the design before it is submitted to the Government. Each design submittal shall be stamped "approved" by the contractor, major constructors and by the design team prior to submission for review. The Government's review or approval does not relieve the contractor of his responsibility to provide a safe, functional project in accordance with the terms of the contract. All final drawings shall be signed and sealed by the Design Professional. Quality control procedures shall consist of design and/or checking by registered professionals and a review completed by a separate professional. Complete names of designers, checkers, and reviewers shall appear in the drawing title block. The Contractor shall submit the Design Quality Checklist from the Louisville District AE Design Guide with their Final Design Phase submissions.

i. The Government's review will likely result in a significant number of comments. The Contractor shall respond to each comment with a response that clearly indicates what action will be taken in Dr. Checks. Comments that, in the Contractor's opinion, require effort outside the scope of the contract will be clearly indicated as such by the Contractor. The Contractor shall not proceed with work outside the contract until a modification to the contract is properly executed.

3.4.2 Construction Phase

a. A Letter of Design Completion will be issued upon completion and approval of the corrected final design submittal. This will provide authorization begin onsite construction efforts.

- b. As the first item of work during the construction phase, the Contractor shall furnish to the Government 15 half-size sets and 5 full size sets of the certified final drawings and 20 sets of the approved specifications for its use during construction.
- d. No construction will be allowed on work for which the design has not been reviewed and approved.
- e. The Contractor shall provide renderings of the project, as specified in the attachment, no later than 90 days after design completion.

LIST OF ADDRESSES FOR REVIEWS

ORGANIZATION	ABBREVIATION	COPIES		
		(1)	CID	SID
Army Corps of Engrs, Louisville ATTN: Mary Ann Just, ED-MA 600 Dr. M. L. King Jr. Place Louisville, KY 40202	CELRL	8 HS	2	2
Project Officer ATTN: MAJ Ed San Nicolas 1421 Jefferson Davis Hwy, Suite 11200 Arlington, VA 22202-3259	OCAR	1 HS	0	0
77 th RRC Maomouth AFRC ATTN: Art Patterson 338 Newman Springs Rd. Redbank, NJ 07701	RRC	2 HS	1	1
77 th ARIM ATTN: Ray Scott Ernie Pyle USARC, Building 200 Ft. Totten, NY 11359	RRC	3 HS	0	0
Army Corps of Engineers Metro East Resident Office ATTN: Don Braun, CENAN-CO-M Brooklyn, NY 11252	RE	3 HS	1	1
Army Corps of Engineers New York District ATTN: Andy Shoulders, CENAN-PP-M 26 Federal Plaza, Room 2119 NY, NY 10278	PP-M	2 HS	0	0

11HS 00 00

(2) Note: FS = Full size plans, HF = Half size plans.

Project:

Final Design and Certified Final Design Checklist
(Edit as needed)

1. GENERAL:

- a. Have all documents been prepared in accordance with the QC Plan?
- b. Have drawings and specifications been coordinated between engineering disciplines?.....
- c. Have drawings and specifications been checked and initialed by reviewer and designer?.....
- d. Have drawings and specifications been reviewed by a qualified engineer to assure fire protection engineering is in conformance with applicable portions of NFPA regulations and national, state, and local building codes?..
- e. Are drawings, design analyses, etc., signed and dated?.....
- f. Are Government review comments on preliminary and/or concept design submittals annotated and incorporated into final drawings and specifications?.....
- g. Are annotated review comments included in each package?.....
- h. Is construction bar chart included?.....
- i. Are "Engineering Consideration and Instructions to Field Personnel" included?.....

(NOTE: For projects containing metal buildings a special note to the field shall be included, requiring a "presubmittal" meeting with Construction field personnel, Contractor, metal building supplier and Engineering Division representatives to discuss the specifications and submittal requirements.)

- j. ITR certification sheet signed and included?.....

2. DRAWINGS:

- a. Has CADD quality been checked to assure legible reproduction?.....
- b. Does location plan include location of borrow pits, disposal areas, areas for contractor's office and storage, haul routes, location of Resident/Area Engineer and DEH office?.....
- c. Have deductive alternates (if appropriate) been identified on the drawings and coordinated with the unit price schedule?.....
- d. Have signature blocks been properly prepared?.....
- e. Has Quality Control Procedures been performed to assure that translated files are fully useable, complete and represent the design

3. SPECIFICATIONS:

- a. Were latest guide specifications used?.....

b. Are specifications prepared in accordance with the manual, Louisville District Design Guide for Military Construction, using required weight of paper, Standard Elite or other acceptable type face, the proper format, and with proper submittal notations in margin?.....

Name of person supervising specifications preparation:.....

c. Has unit price schedule been prepared in conformance with the example shown?.....

d. Have payment paragraphs been checked and coordinated with the Unit Price Schedule?.....

4. COST ESTIMATE:

a. Have cost estimates been prepared in accordance with manual, Louisville District Design Guide for Military Construction?.....

b. Is cost estimate within CCL? Have recommendations been made for cost reductions including deductive alternatives? Are deductives clearly delineated on the drawings and unit price schedule?.....

5. MISCELLANEOUS:

a. Have construction permits been applied for as required by the Clean Air Act and Clean Water Act Amendments?
.....

b. Has the Certified Final (aka 100% revised) submittal been made in accordance with every requirement of the Appendix A to your contract?..... (If not, explain deviations on a separate sheet attached to this form.)

SIGNATURE AND DATE

RENDERING FORM

PROJECT TITLE___United States Army Reserve Center/OMS//UNHTD STRG, Caven Point, Jersey City, New Jersey

1. GENERAL

Each rendering will be matted, mounted, labeled, and framed with non-glare glass ready for hanging and to be shipped/delivered. Rough 8 ½ x 11 "block out" sketch will be forwarded to DAAR-EN for approval prior to proceeding to a final rendering.

2. QUANTITY/DISTRIBUTION

<u>Original</u>	<u>Full Size Color Framed Copy</u>
___1___ Project Location	_____ U.S. Army, Pacific (Attn: APEN)
	_____ U. S. Army Reserve Command (Attn: AFRC-EN)
	___1___ U. S. Army Reserve Command (Attn:___AFRC-EN____)
	___1___ OCAR Engineering office (Attn: DAAR-EN)
	___2___ CELRL-ED-MA
	___1___ _CENAN_____

3. PARTICULARS:

a. Size, approximated. (Check one of the following)

_____ 36" x 36"	_____ 30" x 24"	_____ 24" x 24"
_____ 36" x 30"	_____ 30" x 20"	_____ 24" x 18"
___X___ 36" x 24"		

b. Orientation:

_____ Front	_____ Left
___X___ Aerial	_____ Right
_____ Other	_____

c. Labeling/Title:

- (1) USAR Center Dedication Name or Greenbook Project Title / DDForm 1391 Project Title (first line) _____
(second line) _____
- (2) Location (City/ State) ___North Canton, OH_____
- (3) Description (i.e. 600 Member USARC/OMS) _____
- (4) Label/Title Location:_____ top center ___X___ **bottom center**
_____ (other) _____
- (5) Frame Material: _____ wood ___X___ aluminum _____ plastic
_____ **black metal (with non-glare glass)**
- (6) Matte_____ light gray _____taupe _____ white _____ off white _____ other
___X___ **color selected by renderer to match colors**
- (7) Other Reprographics (indicate quantity)
___10___ color photograph (8 x 10), 6 framed, 4 unframed ___1___ 35 mm slide
_____ transparency _____ reprint
___1___ electronic (_____)
___1___ digital photograph in jpg or kdc format.

List specific items to be shown on the rendering. (ie. Humvee or people dressed in army green)
Flagpole

(Items in bold represent the frequently used selections. Items listed above to be forwarded to CELRL-ED-MA,

CAVEN POINT
USARC/OMS

*** SAFETY PAYS ***

JERSEY CITY, NEW JERSEY

unless noted otherwise.

General Decision Number: NJ030003 06/04/2004 NJ3

Superseded General Decision Number: NJ020003

State: New Jersey

Construction Types: Building, Heavy and Highway

Counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren Counties in New Jersey.

BERGEN, ESSEX, HUDSON, HUNTERDON (Remainder), MIDDLESEX (Remainder), MORRIS, PASSIAC, SOMERSET (Remainder), SUSSEX, UNION, & WARREN (Remainder) COUNTIES:

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories, does not include Hunterdon or Somerset Counties for building construction only)

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	12/19/2003
2	01/23/2004
3	02/27/2004
4	03/05/2004
5	03/19/2004
6	05/07/2004
7	06/04/2004

BOIL0028-001 08/01/2003

	Rates	Fringes
Boilermaker.....	\$ 34.63	20.45

* CARP0006-001 05/01/2004

BERRGEN (East of Hackensack River including but not limited to Cliffside, Coytesville, Edgewater, Fairview, Fort Lee, Grant Wood, Leonia, Palisades Park, and Ridgefield Twps), AND HUDSON (East of the Hackensack River) COUNTIES

	Rates	Fringes
Carpenter.....	\$ 33.38	15.02
Millwright.....	\$ 33.07	44%+. 21

* CARP0015-001 05/01/2004

BERGEN COUNTY (Remainder)

	Rates	Fringes
Carpenter.....	\$ 33.38	15.02

NJ030003. txt

Millwright..... \$ 33. 07 44%+. 21

* CARP0031- 002 05/01/2004

HUNTERDON (Starting at the South of the town of Frenchtown on the Delaware River, thence following the line in the center of the road to Bapistown to Croton to the City of Flemington to Flemington Junction to Three Bridges, tehnce following the Somerset County line Northward, all territory South of this line including the City of Flemington) AND SOMERSET (all territory South of a line beginning at Armwell on the County line to Zion to Fairview to Dutchtown to Plainsville to Bell Mead to Griggstown to the Delaware and Raritan Canal) COUNTIES

	Rates	Fringes
Carpenter		
.....	\$ 33. 38	15. 02

* CARP0041- 002 05/01/2004

ESSEX (Millburn Twp), MIDDLESEX, MORRIS, SOMERSET (Municipalities of Greenbrook, North Plainfield, Watchung, and all communities East of King George's Road), SUSSEX AND UNION COUNTIES

	Rates	Fringes
Carpenter & Insulator		
.....	\$ 33. 38	15. 02
Millwright.....	\$ 33. 07	44%+. 21

* CARP0099- 001 05/01/2004

	Rates	Fringes
Lather		
.....	\$ 33. 38	15. 02

* CARP0124- 001 05/01/2004

BERGEN (City of Garfield and Boroughs of Lodi and Wallington), AND PASSAIC COUNTIES

	Rates	Fringes
Carpenter		
.....	\$ 33. 38	15. 02
Millwright.....	\$ 33. 07	44%+. 21

* CARP0399- 001 05/01/2004

WARREN COUNTY

	Rates	Fringes
Carpenter & Insulator		

	NJ030003. txt	
.....	\$ 33. 38	15. 02
Millwright.....	\$ 33. 07	44%+. 21

 * CARP1342- 001 05/01/2004

ESSEX, AND HUDSON (West of Hackensack River)

	Rates	Fringes
Carpenter		
.....	\$ 33. 38	15. 02
Millwright.....	\$ 33. 07	44%+. 21

 CARP1456- 001 05/01/2003

	Rates	Fringes
Diver.....	\$ 38. 28	26. 41
Diver Tender.....	\$ 28. 82	26. 41

 * CARP2212- 001 11/01/2003

BERGEN, ESSEX, HUDSON, & PASSAIC COUNTIES

	Rates	Fringes
Soft Floor Layer.....	\$ 32. 22	44%+. 21

 ELEC0102- 001 06/02/2003

MORRIS, PASSAIC, SUSSEX, UNION, AND WARREN COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 42. 13	42. 5%
Groundmen.....	\$ 22. 98	42. 5%
Lineman & Equipment		
Operators.....	\$ 38. 30	42. 5%

 ELEC0102- 002 06/02/2003

MORRIS, PASSAIC, SUSSEX, UNION, AND WARREN COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 42. 06	43%
Electrician.....	\$ 38. 24	43%

 ELEC0164- 001 08/15/2000

BERGEN, ESSEX, AND HUDSON COUNTIES

	Rates	Fringes
--	-------	---------

Line Construction:

Cable Splicer.....	\$ 38.89	41%
Groundman.....	\$ 20.66	41%
Lineman, Welder, X-Ray Technician, Equipment Repairman, & Equipment Serviceman.....	\$ 34.42	41%

ELEC0164- 002 06/02/2003

BERGEN, ESSEX, AND HUDSON COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 43.81	45%
Electrician.....	\$ 38.77	45%

ELEC0262- 002 08/15/1993

MIDDLESEX COUNTY (Area North and West of a line following the Philadelphia and Reading Railroad East from the Raritan River to Dismal Road, Northeast on Dismal Road to Park Avenue, North on Park Avenue to Lehigh Valley Railroad, and Northeast along that railroad to the Union County line)

	Rates	Fringes
Electrician.....	\$ 25.92	6.09+20%

ELEC0262- 006 11/30/1994

MIDDLESEX COUNTY (Area North and West of a line following the Philadelphia and Reading Railroad East from the Raritan River to Dismal Road, Northeast on Dismal Road to Park Avenue, North on Park Avenue to the Lehigh Valley Railroad, and Northeast along that railroad to the Union County line)

	Rates	Fringes
Line Construction:		
Groundmen.....	\$ 21.06	3.76+11.7%
Linemen, Cable Splicers.....	\$ 22.87	3.76+11.7%

ELEC0358- 001 06/01/1998

MIDDLESEX COUNTY (Remainder)

	Rates	Fringes
Electrician.....	\$ 30.26	42.75%

ELEC0358- 002 06/01/1998

MIDDLESEX COUNTY (Remainder)

	Rates	Fringes
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Line Construction:

Cable Splicer.....	\$ 33.89	43%
Certified Welder Lineman....	\$ 31.77	43%
Groundman & Winch Operator.....	\$ 29.47	43%
Linemen, Hole Digger Operator, Truck w/o Winch or Pole & Steel Hand, Truck w/o Winch, X-ray Technician & Equip. Repairer.....	\$ 30.26	43%

ELEC0456-001 06/02/2003

MIDDLESEX COUNTY (Area South and West of a line extending East from the Raritan River along the Philadelphia and Reading Railroad to Shelton Rd, South on Shelton Rd to Lincoln Hwy to Vineyard Rd to Old Post Rd, along Old Post Rd to Mill Rd, along Mill Rd to the Raritan River, along the Raritan River to South River, along South River to the Southern boundary of the Borough of South River, along this boundary to Cranbury South River Turnpike, along this road continuing on to Washington Rd and Maplewood Ave in Cranbury to Scott Ave, along Scott Ave to Main St, on Main St and the turnpike to Millstone River)

	Rates	Fringes
Cable splicer.....	\$ 42.04	47%
Electrician.....	\$ 37.20	47%

ELEC0456-002 06/03/2002

MIDDLESEX COUNTY (Area South and West of a line extending East from the Raritan River along the Philadelphia and Reading Railroad to Shelton Rd, South on Shelton Rd to Lincoln Hwy to Vineyard Rd to Old Post Rd, along Old Post Rd to Mill Rd, along Mill Rd, along Mill Rd to the Raritan River, along Raritan River to South River, along South River to the Southern boundary of the Borough of South River, along this boundary to the Cranbury South River Turnpike, along this road continuing on to Washington Rd and Maplewood Ave in Cranbury to Scott Ave, along Scott Ave to Main St, on Main St and the turnpike to Millstone River)

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 38.95	45.75%
Groundmen.....	\$ 33.98	45.75%
Linemen.....	\$ 34.77	45.75%
Winch Operator.....	\$ 33.98	45.75%

ELEV0001-001 01/01/2004

	Rates	Fringes
Elevator Mechanic		
Construction.....	\$ 39.265	14.845+A+B+C
Modernization.....	\$ 31.43	14.695+A+B+C

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day

B. Employee with 6 months but less than 5 years of service receive 2 weeks vacation, and 3 weeks vacation for 5 years or more of service.

C. Employee with 6 months, but less than 5 years of service receive 2 weeks vacation, and 3 weeks vacation for 5 years or more of service.

ENGI0825-004 07/01/2003

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 35.64	18.15+A+B
GROUP 2.....	\$ 35.73	18.15+A+B
GROUP 3.....	\$ 33.34	18.15+A+B
GROUP 4.....	\$ 30.78	18.15+A+B
GROUP 5.....	\$ 29.25	18.15+A+B
GROUP 6.....	\$ 27.49	18.15+A+B
GROUP 7.....	\$ 38.00	18.15+A+B
[STEEL ERECTION]:		

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

B. Employees receive 20% premium pay for hazardous waste work.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
[STEEL ERECTION]

GROUP 1: Cranes - (all cranes, land or floating with booms including jib 140 ft. and over, above ground); derricks- (all derricks, land or floating with boom including jib 140 ft. and over, above ground).

GROUP 2: Cranes - (all cranes, land or floating with booms including jib less than 140 ft. above ground); derricks (all derricks, land or floating with booms including jib, less than 140 ft. above ground).

GROUP 3: "A" frame; cherry pickers 10 tons and under; hoists; all types hoists shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type hoisting machines, portable or stationary, except Chicago boom type; jacks-screw air hydraulic power operated unit console type (not hand jack or pile load test type) side booms.

GROUP 4: Aerial platform used hoist; compressor, 2 or 3 in battery; elevators or house cars; conveyors and tugger hoists; fireman; forklift; generators, 2 or 3 maintenance-utility man; rod bending machine (power); welding machines-- (gas or electric, 2 or 3 in battery, including diesels); captain power boats; tug master power

boats.

GROUP 5: Compressor, single, welding machine, single, gas, electric converters of any type, diesel; welding system multiple (rectifier transformer type); generator, single.

GROUP 6: Oiler staddle carrier.

GROUP 7: Helicopter pilot

ENGI0825-005 07/01/2003

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 34.50	18.15+A+B
GROUP 2.....	\$ 33.85	18.15+A+B
GROUP 3.....	\$ 30.71	18.15+A+B
GROUP 4.....	\$ 29.31	18.15+A+B
GROUP 5.....	\$ 27.49	18.15+A+B
GROUP 6.....	\$ 36.43	18.15+A+B
OILSTATIC MAINLINES & TRANSPORTATION PIPELINES:		

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day; and Christmas Day

B. Employee receives 20% premium pay for hazardous waste work.

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES

CLASSIFICATIONS

GROUP 1: Backhoe; cranes (all types); draglines; front-end loaders (5 yds. and over); gradalls; scooper (loader and shovel); koehring and trench machines.

GROUP 2: "A" frame; backhoe (combination hoe loader); boring and drilling machines; ditching machine, small; ditchwitch or similar type; fork lifts; front end loaders (2 yds and over but less than 5 yds.); graders, finish (fine); hydraulic cranes, 10 tons and under (over 10 tons - crane rate applies); side booms; and winch trucks (hoisting).

GROUP 3: Backfiller; brooms and sweepers; bulldozers; compressors (2 or 3 in battery); front-end loaders (under 2 yds.); generators; giraffe grinders; graders and motor patrols; mechanic; pipe bending machine (power); tractors; water and sprinkler trucks, welder and repair mechanic.

GROUP 4: Compressor (single); dope pots (mechanical with or without pump); dust collectors; farm tractors; pumps (4 in. suction and over); pumps (2 or less than 4 in. suction); pumps; diesel engine and hydraulic (immaterial or power); welding machines; gas or electric converters of any type, single; welding machines, gas or electric converters of any type, 2 or 3 in battery multiple welders; wellpoint systems (including installation and maintenance).

GROUP 5: Oiler, grease, gas, fuel and supply trucks and tire repair and maintenance.

GROUP 6: Helicopter-pilot.

 ENGI0825-009 07/01/2003

BUILDING CONSTRUCTION PROJECTS; HEAVY, HIGHWAY, ROAD, STREET
 AND SEWER PROJECTS:

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 33.87	18.15+A+B
GROUP 2.....	\$ 32.28	18.15+A+B
GROUP 3.....	\$ 30.37	18.15+A+B
GROUP 4.....	\$ 28.74	18.15+A+B
GROUP 5.....	\$ 27.03	18.15+A+B
GROUP 6.....	\$ 35.69	18.15+A+B

FOOTNOTES:

A. New Year's Day; Memorial Day; Independence Day; Labor Day;
 Thanksgiving Day; Christmas Day, plus Washington's Birthday
 and Veterans Day.
 B. Employee receives 20% premium pay for hazardous waste
 work.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Autograde - combination subgrader; base metal
 spreader and 7 base trimmer (CMI and similar types);
 autograde placer, trimmer, spreader combination (CMI and
 similar types); autograde slipform paver (CMI and similar
 types); backhoe; central power plants (all types); concrete
 paving machines; cranes (all types, including overhead and
 straddle travelling type); cranes; gantry; derricks (land or
 floating); drillmaster, quarrymaster (down the hole drill)
 rotary drill; self propelled hydraulic drill; self- powered
 drill; dragline; elevator graders; front end loaders (5 yds.
 and over); gradalls; grader; raygo; locomotive (large);
 mucking machines; pavement and concrete breaker, i.e.;
 superhammer and hoe ram; pile driver; length of boom
 including length of leads, shall determine premium rate
 applicable; roadway surface grinder; scooper (loader and
 shovel); shovels; tree chopper with boom; trench machines.

GROUP 2: "A" frames backhoe (combination); boom attachment
 on loaders (rate based on size of bucket) not applicable to
 pipehook, boring and drilling machines; brush chopper;
 shredder and tree shredder; tree shedder; cableways;
 carryalls; concrete pump; concrete pumping system; pumpcrete
 and similar types; conveyors, 125 ft. and over; drill doctor
 including dust collector, maintenance); front end loaders (2
 yds. but less than 5 yds.); graders (finisher); groove
 cutting machine (ride on type); header planer; hoists; (all
 types hoists, shall also include steam, gas, diesel,
 electric, air hydraulic, single and double drum, concrete
 brick shaft caisson, snorkel roof, and/or any other similar
 type hoisting machines, portable or stationary, except
 Chicago boom type); hoists (Chicago boom type); hydraulic
 cranes, 10 tons and under; hydro-axle; jacks screw air
 hydraulic power operated unit or console type (not hand jack
 or pile load test type); log skidder; pans; pavers (all
 concrete; pumpcrete machines; squeezecrete and concrete
 pumping (regardless of size); scrapers; side booms; straddle
 carrier; ross and similar types; winch truck (hoisting).

GROUP 3: Asphalt curbing machine; asphalt plant engineer;

asphalt spreader; autograder tube finisher and texturing machine (CMI and similar types); autograde curer concrete machine (CMI and similar types); autograde curb trimmer and sidewalk; shoulder; slipform (CMI and similar types); bar bending machines (power); batchers; batching plant and crusher on site; belt conveyor systems; boom type skimmer machines, bridge deck finisher; bulldozers (all); car dumpers (railroad); compressor and blower type units (used independently or mounted on dual purposes trucks, on job site or in conjunction with job site, in loading and unloading of concrete, cement, fly ash, instant concrete, or similar type materials); compressor (2 or 3) (battery); concrete finishing machines; concrete saws and cutters (ride on type); concrete spreaders; hetzel; rexomatic and similar types; concrete vibrators; conveyors; under 125 ft.; crushing machines; ditching machine; small (ditchwitch or similar type); dope pots (mechanical with or without pump); dumpsters elevators fireman; fork lifts (economobile; lull and similar types of equipment); front end loaders (1 yd. and over but less than 2 yds.); generators (2 or 3) in battery; giraffe grinders; graders and motor patrols; gunnite machines (excluding nozzle); hammer vibratory (in conjunction with generator); hoist (roof, tugger, aerial platform hoist and house cars); hoppers; Hopper doors (power operated); ladders (motorized); laddervator; locomotive; dinky type; maintenance; utility man; mechanics; mixers (except paving mixers); motor patrols and graders; pavement breakers, small; self-propelled ride on type (also maintaining compressor or hydraulic unit); pavement breaker; truck mounted; pipe bending machine (power); roller; black top; scales; power; seaman pulverizing mixer; shoulder widener; silos; skimmer machines (boom type); steel cutting machine; services and maintaining; tractors; tug captain; vibrating plants (used in conjunction with unloading); welder and repair mechanics, concrete cleaning/decontamination machine operator, directional boring machine, heavy equipment robotics operator/technician, master environmental maintenance technician, ultra high pressure waterjet cutting tool system operator/maintenance technician vacuum blasting machine operator/maintenance technician.

GROUP 4: Brooms and sweepers, chippers, compressor (single), concrete spreaders (small type), conveyor loaders (not including elevator graders), engines, large diesel (1620 H. P.) and staging pump, farm tractors; fertilizing equipment (operation and maintenance) fine grade machine (small type); form line graders (small type); front loader (under 1 yd.); generator (single); grease, gas, fuel and oil supply trucks; heaters (nelson or other type including propane, natural gas or flow-type units); lights; portable generating light plants; mixers; concrete small; mulching equipment (operation and maintenance) pumps (4 inch suction and over including submersible pumps); pumps (2 or less than 4" suction and over including submersible pumps); pumps (diesel engine and hydraulic) immaterial of power road finishing machines (small type); rollers; grade; fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump trucks steam jennies and biolers, stone spreader; tamping machines vibrating ride-on; temporary heating plant (nelson or other type, including propane, natural gas or flow type units); water and sprinkler trucks; welding machines (gas, diesel, and/or electric converters of any type, single; two or three in a battery); welding systems, multiple (rectifier transformer type); wellpoint systems.

GROUP 5: Oiler.

GROUP 6: Helicopter pilot.

IRON0011-002 07/01/2002

BERGEN, ESSEX, HUDSON, HUNTERDON (Western half), MIDDLESEX
(North half), MORRIS, PASSAIC, SOMERSET (North Half), SUSSEX
AND UNION COUNTIES

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 27.63	24.10
Structural.....	\$ 29.53	24.10

IRON0036-003 07/01/2003

	Rates	Fringes
Ironworkers; Structural, Reinforcing and Ornamental.....	\$ 29.95	14.02

Projects under \$25 million:

IRON0068-004 07/01/2003

HUNTERDON (Eastern half), MIDDLESEX (South half), AND SOMERSET
(South half) COUNTIES

	Rates	Fringes
Ironworkers:		
Reinforcing (Concrete Rods).....	\$ 26.41	23.80
Structural, Ornamental.....	\$ 28.41	23.80

LAB00021-001 05/01/2002

	Rates	Fringes
Laborers Building Construction.....	\$ 22.95	11.77

Class A Laborer

Class A Laborer: Jack Hammer, Tamper, Operator of Motorized
tamper and compactor, operator of hydro demolition equipment,
operator of all types of motorized forklifts, operator of
motor buggy, operator of conveyor, operator of bobcat,
demolition burners, nozzle operator on gunnite, scaffold
builder, & mortar man (except silofed).
Class B Laborer: all laborers not listed in Class A or C
Class C Laborer: Laborers doing janitorial-type light clean-
up work associated with the turnover of the project or part
of a project to the owner.

LAB00072-001 05/01/2002

MIDDLESEX COUNTY (Perth Amboy, Carteret, Woodbridge, Metuchen
Twps, South River, Sayreville, South Amboy, Old Bridge, East

Brunswick, Spotswood, Jamesburg, Helmetta, Cranbury & Monroe
Twps)

	Rates	Fringes
Laborers Building Construction.....	\$ 22.95	11.77

Class A

Class A-Jack Hammer, Motorized Tamper & Compactor, Street
Cleaning Machines, Scaffold Builders, Hydro Demolition
Equipment, all types of Motorized Fork Lifts, Riding Motor
Buggy Operator, Bobcat Operator, Mortar Man, & Nozzle Man
on Gunitite work.

CLASS B All Laborers not listed in Class A or C.

CLASS C Laborers doing Janitorial type light clean up work
associated with the turnover of the project to the owner
All Flagman, and those manning temporary heat of all types

LAB00156-002 05/01/2002

MIDDLESEX (Remainder), and SOMERSET (East Millstone and
Franklin Townships) COUNTIES:

	Rates	Fringes
Laborers:.....	\$ 22.45	11.77

Group 2

Group 1-Jack Hammers, Tampers, Motorized Tampers and
Compactors, Street Cleaning Machines, Scaffold Builder, Hydro
Demolition Equipment, all types of Motorized fork lifts
riding Motor Buggy operator, Conveyor operator, Bobcat
operator, Mortar Man, Burners, Nozzle man on gunitite work,
Mortar Man shall include all laborers engaged in any mode of
mixing aggregate by hand or mechanical means with the
exception of silo work.

Group 2-Basic laborer's rate and includes all work not
included in Group 1 or Group 3

2. Group 3-Laborers doing janitorial-type clean-up work
associated with the turnover of the project or part of a
project to the owner.

LAB00232-001 05/01/2002

SOMERSET COUNTY (Bernardsville, Peapack, Gladstone, Far Hills,
Bernards, and Bedminster Twps):

	Rates	Fringes
Laborers:		
Group 1.....	\$ 22.95	11.77
Group 2.....	\$ 22.45	11.77
Group 3.....	\$ 19.16	11.77

Group 1-Jack Hammers, Tampers, Motorized Tampers and
Compactors, Street Cleaning Machines, Scaffold Builder, Hydro
Demolition Equipment, all types of Motorized fork lifts

NJ030003.txt

riding Motor Buggy operator, Conveyor operator, Bobcat operator, Mortar Man, Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2. Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LAB00239-001 05/01/2002

PASSAIC COUNTY (Twps or Boroughs of Passaic, Garfield, Lodi, Wallington, Delawanna, Allwood, Athenia, Clifton to Piaget Ave, Paterson, Albion Place, Little Falls, Totowa, West Paterson, Wayne Hawthorne, Pompton, Haledon, West Milford, Ringwood, Bloomingdale, East Paterson to the Garfield boundary line)

	Rates	Fringes
Laborers Building Construction.....	\$ 22.95	11.77

GROUP 1

GROUP 1-Specialist laborer classification including jack hammer, tamper, motorized tampers and compactors, street cleaning machines, scaffold builder, hydro demolition equipment, all types of motorized fork lifts, riding motor buggy operator, conveyor operator, Bobcat operator, mortar man, burners, nozzle man on gunite work, Mortar man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

GROUP 2-Basic laborer's rate and includes all work not included in GROUP 1 or GROUP 3.

GROUP 3-Laborers doing janitorial-type light clean-up work associated with the turnover of the project or part of a project to the owner.

LAB00346-001 05/01/2002

BERGEN COUNTY (Cliffside; Borough of Cliffside Park; Borough of Fort Lee South of Central Blvd; Borough of Palisades Park South of Central Blvd; Borough of Ridgewood; Borough of Edgewater; Borough of Fairview; Hackensack; City of Hackensack; Hasbrouck Heights; Little Ferry; South Hackensack; Ridgewood Park; Bogota; Teaneck Twp. West of Teaneck Rd. and South of Fort Lee Rd.; Maywood; Saddle Brook Twp; Borough of Paramus East of Sprout Brook; Borough of River Edge; New Milford; Teterboro; Bendix; Tochen Park; Englewood; City of Englewood; Borough of Dumont; Borough of Bergenfield; Borough of Palisades Park North of Central Blvd. to Edgewater; Fort Lee to the Hudson River; Borough of Fort Lee North of Central Blvd.; Twp. of Teaneck, East of Teaneck Rd. and North of Fort Lee Rd.; Borough of Leonia; Borough of Englewood Cliffs; Borough of Tenafly; Borough of Cresskill; Borough of Demarest; Borough of Closter; Borough of Oradell; Borough of Montvale; Borough of Woodcliff Lake; Borough of Park Ridge; Borough of Hillsdale; Twp. of Washington; Borough of Westwood; Borough of Emerson; Borough of

Haworth; Borough of Alpine; Borough of Rockleigh; Borough of Norwood; Borough of Harrington Park; Borough of Old Tappan; Borough of Northvale; Township of Rivervale; Lyndhurst; Rutherford; East Rutherford; Wood-Ridge; Carlton; Carlstadt; North Arlington; Moonachie; Ridgewood; Village of Ridgewood; Borough of Fair Lawn; Borough of Glen Rock; Borough of Hohokus; Borough of Saddle River; Borough of Upper Saddle River; Borough of Allendale; Borough of Ramsey; Borough of Waldwick; Borough of Midland Park; Borough of Oakland; Borough of Franklin Lakes; Twp. of Wyckoff; Twp. of Hohokus; Borough of Paramus except East of Sprout Brook; and Borough of Mahwah)

	Rates	Fringes
Laborers:		
Group 1.....	\$ 22.95	11.77
Group 2.....	\$ 22.45	11.77
Group 3.....	\$ 19.16	11.77

Group 1- Jack Hammers, Tampers, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator, Conveyor operator, Bobcat operator, Mortar Man, Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2- Basic laborer's rate and includes all work not included in Group 1 or Group 3

2. Group 3- Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LAB00394-001 05/01/2002

UNION COUNTY:

	Rates	Fringes
BUILDING CONSTRUCTION		
GROUP 1.....	\$ 22.95	11.77
GROUP 2.....	\$ 22.45	11.77
GROUP 3.....	\$ 19.16	11.77
LABORERS:		

GROUP 1-Specialist laborer classification including jack hammer, tamper, motorized tampers and compactors, street cleaning machines, scaffold builder, hydro demolition equipment, all types of motorized fork lifts, riding motor buggy operator, conveyor operator, Bobcat operator, mortar man, burners, nozzle men on gunite work. Mortar men shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo fed.

GROUP 2- Basic laborer's rate and includes all work not included in GROUP 1 or GROUP 3.

GROUP 3- Laborers are laborers doing, janitorial-type light clean-up work associated with the turnover of the project or part of a project to the owner, and all flagman, watchman, firewatch personnel, and those manning temporary heat of all types.

LAB00472-002 03/01/2002

	Rates	Fringes
Laborers: (FREE AIR TUNNEL)		
GROUP 1.....	\$ 27.25	12.95+A
GROUP 2.....	\$ 23.85	12.95+A
GROUP 3.....	\$ 23.70	12.95+A
GROUP 4.....	\$ 23.20	12.95+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; Presidential Election Day; and Veterans Day; provided the employee works on 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS CLASSIFICATIONS
[FREE AIR TUNNEL]

GROUP 1: Blasters

GROUP 2: Skilled men (including miners; drill runners; iron men mainrenance men; conveyor men; safety miners; riggers; block layers; cement finishers; rodmen; caulkers; powder Ccarrier; all other skilled men)

GROUP 3: Semi-skilled men (including chuck tenders; trackmen; nippers; brakemen; derail men; cable men; hose men; grout men; gravel men; form men; bell or signal men (top or bottom); form workers and movers; concrete workers; shaft men; tunnel laborers; all other semi-skilled men)

GROUP 4: All other top laborers

LAB00472-003 03/01/2003

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.30	11.80+A
GROUP 2.....	\$ 25.50	11.80+A
GROUP 3.....	\$ 25.80	11.80+A
GROUP 4.....	\$ 26.00	11.80+A
GROUP 5.....	\$ 26.25	11.80+A
GROUP 6.....	\$ 29.80	11.80+A
GROUP 7a.....	\$ 28.30	11.80+A
GROUP 7b.....	\$ 26.30	11.80+A
HEAVY AND HIGHWAY CONSTRUCTION		

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; Presidential Election Day; and Veteran's Day; provided the employee works on 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS CLASSIFICATIONS HEAVY & HIGHWAY

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GROUP 1: Common laborers; landscape laborers; railroad track laborers; pitmen and dumpmen; waterproofing; rakers and tampers on cold patch work and wrapping and coating all pipe Asphalt Laborers:

GROUP 2: Powder carriers and magazine tenders; signalmen Asphalt Raker, & Asphalt Screedman

GROUP 3: Sewer pipe; laser men; conduit and duct line layers; jackhammer; chipping hammers; pavement breakers; power buggies; concrete cutters, asphalt cutters; sheet hammer and tree cutter operators; sandblasting, cutting, burning, Power Tool Operator, and such other power tools used to perform work usually done manually by laborers

GROUP 4: Wagon drill operator; timberman; drill master

GROUP 5: Finisher; form setter; rammer; paver; gunite nozzle man and stone cutter; Catch Basin or Inlet Builder Manhole

GROUP 6: Blaster

GROUP 7a: Hazardous waste laborer required to wear level A, B, or C personal protection.

GROUP 7b: Certified laborer working a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection.

LAB00502- 001 05/01/2002

ESSEX COUNTY (City of East Orange, Twps of South Orange and Maplewood, Cities of Orange and West Orange):

	Rates	Fringes
Laborers:		
Group 1.....	\$ 22.95	11.77
Group 2.....	\$ 22.45	11.77
Group 3.....	\$ 19.16	11.77

Group 1- Jack Hammers, Tampers, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator, Conveyor operator, Bobcat operator, Mortar Man, Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2- Basic laborer's rate and includes all work not included in Group 1 or Group 3

2. Group 3- Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LAB00526- 001 05/01/2002

MORRIS COUNTY (Remainder):

Rates	Fringes
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Laborers:

Group 1.....	\$ 22. 95	11. 77
Group 2.....	\$ 22. 45	11. 77
Group 3.....	\$ 19. 16	11. 77

Group 1-Jack Hammers, Tampers, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator, Conveyor operator, Bobcat operator, Mortar Man, Burners, Nozzle man on gunit work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2. Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LAB00569- 001 05/01/2002

HUNTERDON AND WARREN COUNTIES:

	Rates	Fringes
Laborers Building Construction.....	\$ 22. 95	11. 77

CLASS A

DEFINATION OF LABORERS:

CLASS A-Jack Hammer, Tamper, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, All types of Motorized Fork Lifts, Riding Motor Buggy Operator, Bobcat Operator, Mortar Man, Burners, Nozzle Man on Gunit work.

CLASS B-All Laborers not listed in Class A or C.

CLASS C-Laborers doing Janitorial- type light clean up work associated with the turnover of the project to the owner All Flagman, and those manning tempory heat of all types.

LAB00694- 001 05/01/2002

ESSEX COUNTY (Montclair):

	Rates	Fringes
Laborers:		
Group 1.....	\$ 22. 95	11. 77
Group 2.....	\$ 22. 45	11. 77
Group 3.....	\$ 19. 16	11. 77

Group 1-Jack Hammers, Tampers, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator, Conveyor operator, Bobcat operator, Mortar Man, Burners, Nozzle man on gunit work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2. Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LAB00711-001 05/01/2002

MORRIS COUNTY (Morristown, Morris Twp., Morris Plains, Mendham, Ralston, Chester, Brookside, Flanders, Ironia, Mount Freedom, Mount Tabor, Parsippany, Troy Hills, Pine Brook, Ced Knools, Whippany, Hanover Twp. and Long Valley):

	Rates	Fringes
Laborers:		
Group 1.....	\$ 22.95	11.77
Group 2.....	\$ 22.45	11.77
Group 3.....	\$ 19.16	11.77

Group 1-Jack Hammers, Tampers, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator, Conveyor operator, Bobcat operator, Mortar Man, Burners, Nozzle man on guniting work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2. Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LAB00779-002 05/01/2002

SOMERSET COUNTY (Bridgewater, Branchburg, Raritan, Bound Brook, Somerville, Manville, Hillsboro, Millstone, Montgomery and Rocky Hill Twp.):

	Rates	Fringes
Laborers:		
Group 1.....	\$ 22.95	11.77
Group 2.....	\$ 22.45	11.77
Group 3.....	\$ 19.16	11.77

Group 1-Jack Hammers, Tampers, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator, Conveyor operator, Bobcat operator, Mortar Man, Burners, Nozzle man on guniting work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2. Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a

project to the owner.

LAB00913- 001 05/01/2002

MORRIS (Jefferson, Rockaway, Mount Arlington, Rockaway Borough, Wharton, Mine Hill, Dover, Netcong, Roxbury, Mount Oliver, Randolph, Boonton, Boonton Twp., Montville, Lincoln Park Borough, Butler, Kinnelon Borough, Pin Brook, Towaco, Danville, Mountain Lakes, Pequannock, Pompton Plains, Riverdale Borough Twps) AND SUSSEX COUNTIES

	Rates	Fringes
Laborers Building Construction.....	\$ 22.95	11.77

Class A Laborer:

Class A Laborer: Jack Hammer, tamper, motorized tampers and compactors, street cleaning machines, scaffold builder, hydro demolition equipment, all types of motorized fork lifts, bobcat operator, riding motor buggy operator, conveyor operator mortar man (except silo feed operations), burners, & nozzle man on gunnite work.

Class B Laborer: All laborers not listed in Class A.

Class C Laborer: Laborers doing Janitorial type light clean up work, associated with the turnover of the project to the owner All Flagman, and those manning temporary heat of all types.

LAB01030- 001 04/01/2001

LABORERS: (The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste of materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling to all enclosures, scaffolding, barricades, and the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic and hazardous waste or materials, the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; and the clean up of the work site and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos or toxic and hazardous waste materials; and in addition, all work tasks involved in the maintenance and operation of energy resource recover plants (co- generation plants).)

	Rates	Fringes
Laborer.....	\$ 21.85	10.12

LAB01153- 001 05/01/2002

	Rates	Fringes
Laborers:		
Group 1.....	\$ 22.95	11.77
Group 2.....	\$ 22.45	11.77
Group 3.....	\$ 19.16	11.77

Group 1-Jack Hammers, Tampers, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator, Conveyor operator, Bobcat operator, Mortar Man, Burners, Nozzle man on guniting work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2. Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

PAIN0711- 002 05/01/2000

	Rates	Fringes
Painters:		
NEW:		
Bridge.....	\$ 31.25	2.55+27%
Painters.....	\$ 28.75	2.55+27%
Paperhangers.....	\$ 28.75	2.55+27%
Spray, Sandblast, High Work.....	\$ 31.25	2.55+27%
REPAINT:		
Painters.....	\$ 22.00	2.55+27%
Spray, sandblast, High Work.....	\$ 24.00	2.55+27%

PAIN0711- 003 05/01/2000

	Rates	Fringes
Glazier.....	\$ 28.75	10.30
Glaziers- High Work.....	\$ 29.75	10.30

PAIN0711- 006 08/01/1999

	Rates	Fringes
Drywall Finisher/Taper.....	\$ 28.25	11.23

PLAS0008- 006 11/01/2001

HUNTERDON, MIDDLESEX, & SOMERSET COUNTIES:

	Rates	Fringes
Plasterer.....	\$ 28.50	13.40

PLAS0029- 001 05/01/2003

BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SUSSEX, UNION & WARREN COUNTIES:

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Rates Fringes

Cement Masons & Plasterers. \$ 31. 00 12. 50

PLUM009- 001 03/01/2004

Rates Fringes

Air Conditioning &
Refrigeration Mechanic. \$ 26. 92 11. 33+A
Installation of refrigeration equipment for any type of
building where the combined compressor tonnage does not
exceed 5 tons, Installation of water-cooled air conditioning
that does not exceed 10 tons (includes the piping of
compenent system and the erection ofthe water tower),
Installation of air-cooled air conditioning that does not
exceed 15 tons

FOOTNOTE: A. Paid Holidays: New Year's Day, Washington's
Birthday, Memorial Day, Independence Labor Day, Thanksgiving
Day, Christmas Day, plus Washington's Birthday and
Veterans Day.

PLUM009- 002 07/01/2003

HUNTERDON (Remainder), MERCER, MIDDLESEX (Excluding
Dunellen, Borough, East Bound Brook, Middlesex, New Market, Oak
Tree, Piscataway Twp and South Plainfield), AND SOMERSET
(Remainder) COUNTIES

Rates Fringes

Plumbers and Pipefitters. \$ 36. 88 17. 00

PLUM014- 002 11/01/2003

BERGEN, HUDSON (Bayonne, Guttenberg, Hoboken, Jersey City,
North Bergen, Secaucus, Union City, Weehawken, West New York),
MORRIS (From Mount Olive straight across Randolph down to the
Essex border), PASSAIC, SUSSEX, AND WARREN (Northern half)
COUNTIES

Rates Fringes

Plumber. \$ 37. 56 17. 29

PLUM024- 001 05/01/2003

Essex:

HUDSON (East Newark, Harrison, & Kearney only);

HUNTERDON (Alexandria, Alexandria Twp., Alexauken, Allens
Corner, Allerton, Amsterdam, Annadale, Anthony, Baptistown,
Bellewood, Bethlehem, Twp., Bissell, Bloomsbury, Bunnvale,
Bottonwood Corners, Centerville, Charlestown, Cherryville,
Clinton, Clinton Twp., Cokebury, Coles Mills, Croton, Delaware
Twp., Dilts Corner East Anwell Twp., Everittstown, Fairmount,
Farmersville, Franklin Twp., Frenchtown, Glen Gardner, Grandin,
Hamden, Hampton, Higginville, High Bridge, Hoffmans, Holland
Twp., Highesville, Johnsons, Jutland, King, Kingwood Twp.,

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Klinesville, Landsdowne, Lebanon, Lebanon Twp., Little Brook, Little Neck, Little York, Ludlow, McPherson, Milford, Moutainville, Mount Joy, Mount Pleasant, North Salem, Muirshead, New Germantown, New Hampton, Newport, Norton, Oak Grove, Oldwick, Palmyra, Palmyra Corners, Pattenburg, Perryville, Pittstown, Pleasant Run, Polktown, Potterstown, Quakertown, Raritan Twp., Readington, Readington Twp., Reaville, Rileyville, Riverside, Rockafellows, Rowland Mills Sidney, Snyderstown, Spring Mills, Stanton, Stanton Station Sunnyside, Sutton, Tewksbury, Tewksbury Twp., The Point, Three Bridges, Treasure Island, Tumble, Union, Union Twp., Unionville Van Syckle, Warren Paper Mills, Wertsville, West End, West Portal White House, Whitehouse Station, Woodglen).

MIDDLESEX (Dunellen Borough, East Bound Brook, Middlesex, New Market, Oak Tree, Piscataway Twp., & South Plainfield only).

MORRIS (Bartley, Berkshire Valley, Bertland Island, Brookside, Chatham, Chatham Twp., Chester, Chester Twp., Cooks Bridge, Crestmoore, Gillette, Harding Twp., Ironia, Logansville, Long Valley, Malapardis, Mendham, Mendham Twp., Middle Valley, Millington, Milltown, Milton, Mount Freesom, Mount Olive Twp., Mount Paul, Myerstown, Maughright, New Vernon, Parker, Passaic Twp, Pleasant Grove, Ralston, Schooleys, Mount Stanley, Stephensonburg, Stirling, & Washint Twp.)

SOMERSET (Amwell, Basking Ridge, Bedminster, Bedminster Twp., Bernards Twp., Bernardsville, Blaziers Corner, Bound Brook, Bradley Gardens, Branchburg Twp., Bridgewater Twp., Burnt Mill, Centerville, Chimney Rock, Claver Hill, Dutchtown, Far Hills Borough, Finderne, Flagstown, Frank Fort, Franklin Park, Franklin Twp., Gallia, Gladstone, Greater Cross Roads, Hamilton, Harmony, Harmony Colony, Higgins Mills, Hillsborough Twp., Lamington, Lanes Crossing, Liberty Corners, Lyons, Madisonville, Manville, Manville Borough, Martinsville, Mettler, Millstone, Mine Brook, Montgomery, Montgomery Twp., Mount Bethel, Mount Horeb, Neshanic, Neshanic Station, North Branch, North Branch Depot, North Plainfield, Peapack, Peapack-Gladstone, Plainville Plukemin, Pottersville, Raritan, Ravine Lake, Rock Mill, Round Top, Roycefield, Royce Valley, Seeley Mills, Smalleytown, Somerset, Somerville, Stone House, Sunset Lake, Union Village, Vliettown, Watchung, West Millington, Weston, White Bridge, Woodfern, Zarepat, & Zion).

UNION &

WARREN (Anderson, Asbury, Beattystown, Brainards, Brass Castle, Broadway, Buttzville, Carpetersville, Changewater, Cornish, Finesville, Foul Rift, Franklin Twp., Greenwich Twp., Harmony, Harmony Station, Harmony Twp., Haszen, Hope Twp., Hutchinson, Karrville, Kennedy, Lopatconq, Lopatconq Twp., Lower Harmony, Mansfield Twp., Montana, New Village, Oxford, Oxford Twp., Pequest, Pleasant Valley, Port Colden, Port Murray, Riegelsville, Rockport, Rocksbury, Roxburgh, Springtown, Stewartsville, Still Valley, Vulcanite, Warren Glen, Washington, Washington Twp., White Top, & Phillipsburg Twp.)
COUNTIES:

	Rates	Fringes
Plumber (Excludes Somerset- Bldg).....	\$ 37.28	16.45

PLUM0274-002 05/01/2003

BERGEN, HUDSON, MORRIS (Remainder), PASSAIC, SUSSEX, AND WARREN
(Remainder) COUNTIES

	Rates	Fringes
Pipefitter.....	\$ 36.89	17.24

PLUM0475-001 05/01/2003

ESSEX; HUNTERDON (Alexandria, Alexandria Twp, Alexauken, Allens Corner, Allertown, Amsterdam, Annandale, Anthony, Baptistown, Bellewood, Bethlehem Twp, Bissell, Bloomsbury, Bunnvale, Buttonwood Corners, Centerville, Charlestown, Cherryville, Clinton, Cokebury, Coles Mills, Croton, Delaware Twp, Dilts Corner, East Amwell Twp, Evittstown, Fairmount, Farmersville, Franklin Twp, Frenchtown, Glen Gardner, Grandin, Hamden, Hampton, Higginsville, High Bridge, Hoffmans, Holland Twp, Hughesville, Johnsons, Jutland, King, Kingwood Twp, Klinsville, Landsdowne, Lebanon, Lebanon Twp, Little Brooke, Little Neck, Little York, Ludlow, McPherson, Milford, Mountainville, Mount Joy, Mount Pleasant, Mount Salem, Muirhead, New Germantown, New Hampton, Newport, Norton, Oak Grove, Oldwick, Palmyra, Palmyra Corners, Pattenburg, Perryville, Pittstown, Pleasant Run, Polktown, Potterstown, Quakertown, Raritan Twp, Readington Twp); AND WARREN (Phillipsburg Twp) COUNTIES

	Rates	Fringes
Pipefitter.....	\$ 35.47	19.33

ROOF0004-002 06/01/2002

ESSEX; HUDSON (West of the Hackensack River); MIDDLESEX (Remainder); MORRIS; SOMERSET (Remainder) SUSSEX; UNION; AND WARREN COUNTIES

	Rates	Fringes
Roofers:		
Roofer, Composition,		
Damp & Waterproofing,		
Slate & Tile.....	\$ 29.57	12.75

ROOF0004-003 11/27/1994

HUNTERDON COUNTY:

	Rates	Fringes
Roofers:		
All other work.....	\$ 21.95	6.53 + A
Shingle, slate and tile.....	\$ 14.25	3.02

FOOTNOTE:

A. Employer contribution of \$509.60 per month per employee to Health and Welfare Funds.

ROOF0008-004 07/01/2002

HUDSON COUNTY (Remainder)

	Rates	Fringes
Roofers: Roofers, Composition, Damp and Waterproofing.....	\$ 30.08	18.78

R00F0010-001 06/01/2002

BERGEN AND PASSAIC COUNTIES

	Rates	Fringes
Roofer, Composition.....	\$ 30.25	10.30

SFNJ0669-001 04/01/2004

HUNTERDON; MIDDLESEX (Remainder); AND WARREN COUNTIES

	Rates	Fringes
Sprinkler Fitter.....	\$ 35.55	6.15

SFNJ0696-001 07/01/2002

BERGEN, ESSEX, HUDSON, MIDDLESEX (New Brunswick, Milltown, Old Bridge, Browntown and North thereof), MORRIS, PASSAIC, SOMERSET (Bernardsville, Basking Ridge, Mine Brook, Far Hills, Lyons, Mount Bethel, Watchung, North Plainfield Martinville and Somerville), AND UNION COUNTIES

	Rates	Fringes
Sprinkler Fitter.....	\$ 38.70	10.50

SHEE0019-014 06/01/2003

WARREN COUNTY:

	Rates	Fringes
Sheet metal worker.....	\$ 24.57	17.09

SHEE0025-001 06/01/2000

BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SOMERSET, SUSSEX, & UNION COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 26.92	16.12

SHEE0027-001 01/01/2004

HUNTERDON & MIDDLESEX COUNTIES:

	Rates	Fringes
Sheet metal worker.....	\$ 34.20	21.10

TEAM0408-001 05/01/1997

ESSEX, MORRIS, AND UNION (Remainder) COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 24.45	7.01+A
GROUP 2.....	\$ 24.50	7.01+A
GROUP 3.....	\$ 24.60	7.01+A
GROUP 4.....	\$ 24.70	7.01+A

FOOTNOTE:

A. Premium pay for hazardous waste removal: additional \$3.00 per hour if suite-up, otherwise \$1.00 per hour additional.

Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee has been assigned to work or "shifts" one day of the calendar week during which the holiday falls. Employer contribution of \$663.57 per month per employee to Health & Welfare Funds.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on the following type vehicles: Straight dumps, flats, floats, pickups, container haulers, fuel, water sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete, transit mixers, agitator mixer, half truck, witch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, stringer, a-frame, all dual purpose trucks, trucks with mechanical tailgates, asphalt distributor, batch trucks, seeding, mulching, fertilizer, air compressor trucks (in transit), parts chaser, escort, scissor, hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel trucks (drivers on fuel trucks including handling of hose and nozzle - entire unit), team drivers, vacuum or vac-all trucks (entire unit), skid truck (debris container - entire unit), concrete mobile trucks (entire unit), expediter (parts chaser), beltcrete trucks, pumpcrete trucks, line truck, reel truck, wreckers, utility trucks, tack trucks, warehousemen, warehouse parts-men, yardmen, lift truck in warehouse, warehouse clerk, parts man, material checker, receivers, shippers, binning men (materials), cardex man, drivers on the following type vehicles: broyhill coal tar epoxy trucks, little ford bituminous distributor, slurry seal truck or vehicle, thiokol track master pickup (swamp cat pickup); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, similar type vehicles, off-site and on-site repair shop

GROUP 2: Drivers on straight 3-axle materials: trucks and floats

GROUP 3: Drivers on all euclid type vehicles: euclids, international harvestors, wabcos, caterpillar, koehring,

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tractors and wagons, dumpsters, straight, bottom, rear and side dumps, carry-alls and scrapers (not self-loading, loading over the top); water sprinkler trailers; water pulls and similar types of vehicles; drivers on tractors and trailer type vehicles: flat, floats, I-beams, low beds, water sprinkler, bituminous transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringer, seeding, fertilizing pole, spread, bituminous distributor, water pulls (entire unit) (tractor trailer), reel trailer, and similar types of vehicles

GROUP 4: Winch trailer drivers

TEAM0469-001 05/01/2000

HUNTERDON, MIDDLESEX, SOMERSET, UNION (up to Wood Avenue South of Cranford), AND WARREN COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 26.35	11.835+A
GROUP 2.....	\$ 26.40	11.835+A
GROUP 3.....	\$ 26.50	11.835+A
GROUP 4.....	\$ 26.60	11.835+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus Washington's Birthday, Election Day and Veteran's Day, provided that the employee has been assigned to work or "SHIFTS" one day of the calendar week during which the holiday falls.

\$400.00 per year to Apprenticeship Training Fund.

\$3.00 per hour premium pay for hazardous waste work.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on the following type vehicles: straight dumps, flats, floats, pickups, container haulers, fuel, water sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete, transit mixers, agitator mixer, half truck, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, stringer, A-frame, all dual purpose trucks, trucks with mechanical tailgates, asphalt distributor, batch trucks, seeding, mulching, fertilizer, air compressor trucks (in transit), parts chaser, escort, scissor, hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel trucks (drivers on fuel trucks including handling of hose and nozzle - entire unit), team drivers, vacuum or vac-all trucks (entire unit), skid truck (debris contained - entire unit), concrete mobile trucks (entire unit), expediter (parts chaser), beltcrete trucks, pumpcrete trucks, line truck, reel truck, wreckers, utility trucks, tack trucks, warehousemen, warehouse parts-men, yardmen, lift truck in warehouse, drivers on the following type vehicles: Broyhill coal tar epoxy trucks, little ford bituminous distributor, slurry seal truck or vehicle, thiokol track master pickup (swamp cat pickup); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, similar type vehicles, off-site and on-site repair shop

GROUP 2: Drivers on straight 3-axle materials: trucks and floats

GROUP 3: Drivers on all euclid type vehicles: euclids, international harvesters, wabcos, caterpillar, koehring, tractors and wagons, dumpsters, straight, bottom, rear and side dumps, carry-alls and scrapers (not self-loading, loading over the top); water sprinkler trailers; water pulls and similar types of vehicles; drivers on tractors and trailer type vehicles: flat, floats, I-beams, low beds, water sprinkler, bituminous transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringer, seeding, fertilizing pole, spread, bituminous distributor, water pulls (entire unit) (tractor trailer), reel trailer, and similar types of vehicles

GROUP 4: Winch trailer drivers

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BERGEN, HUDSON AND PASSAIC COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 24.45	8.08+A
GROUP 2.....	\$ 24.50	8.08+A
GROUP 3.....	\$ 24.60	8.08+A
GROUP 4.....	\$ 24.70	8.08+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Christmas Day. \$3.00 per hour premium pay for hazardous work.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on the following type vehicles: straight dumps, flats, floats, pickups, container haulers, fuel, water sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete, transit mixers, agitator mixer, half truck, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, stringer, A-frame, all dual purpose trucks, trucks with mechanical tailgates, asphalt distributor, batch trucks, seeding, mulching, fertilizer, air compressor trucks (in transit), parts chaser, escort, scissor, hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel trucks (drivers on fuel trucks including handling of hose and nozzle - entire unit), team drivers, vacuum or vac-all trucks (entire unit), skid truck (debris container - entire unit), concrete mobile trucks (entire unit), expediter (parts chaser), beltcrete trucks, pumpcrete trucks, line truck, reel truck, wreckers, utility trucks, tack trucks, warehousemen, warehouse parts-men, yardmen, lift truck in warehouse, warehouse clerk, parts man, material checker, receivers, shippers, binning men (materials), cardex man, drivers on the following type vehicles: broyhill coal tar epoxy trucks, little ford bituminous distributor, slurry seal truck or vehicle, thiokol track master pickup (swamp cat pickup); bucket loader truck and any rubber-tired tractor used in pulling and towing farm

wagons and trailers of any description, similar type vehicles, off-site and on-site repair shop

GROUP 2: Drivers on straight 3-axle materials: trucks and floats

GROUP 3: Drivers on all euclid type vehicles: euclids, international harvestors, wabcos, caterpillar, keohring, tractors and wagons, dumpsters, straight, bottom, rear and side dumps, carry-alls and scrapers (not self-loading, loading over the top); water sprinkler trailers; water pulls and similar types of vehicles; drivers on tractors and trailer type vehicles: flat, floats, I-beams, low beds, water sprinkler, bituminous transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringer, seeding, fertilizing pole, spread, bituminous distributor, water pulls (entire unit) (tractor trailer), reel trailer, and similar types of vehicles

GROUP 4: Winch trailer drivers

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U. S. Department of Labor

200 Constitution Avenue, N. W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U. S. Department of Labor

200 Constitution Avenue, N. W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U. S. Department of Labor

200 Constitution Avenue, N. W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION